The Bombay Gazette.

No. 7,330.—New Series. BOMBAY :—FRIDAY, SEPTEMBER 10, 1869. Annual Subscription in Advance... ..Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance delivered in Town	Rs. 52 0
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Ten lines and under	
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per line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion	8 As. per line.
Second Ditto	4½ „ „
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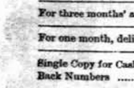
In the Native Languages, double the above.

Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, & CALCUTTA.



THE British India Steam Navigation Company (Limited), under contract with Government, despatch steamers as above with mails, passengers, and cargo, every fourteen days.

The steam-ship Oriental, 1,181 Tons, 200 H. P., Commander C. Day, will be despatched on Tuesday, the 14th September, at noon.

Leave Bombay	Sept. 14	Leave Galle	Sept. 21
„ Cutwar	„ 15	„ Negapatam	„ 24
„ Mangalore	„ 16	„ Madras	„ 27
„ Cannanore	„ 17	„ Cocconada	„ 29
„ Calicut	„ 17	„ Vizanapatam	„ 30
		„ Bimlipatam	„ 30
„ Beypore	„ 17		Oct.
„ Cochin	„ 18	„ Gopalpore	„ 1
„ Tuticorin	„ 20	Arrives Calcutta	„ 3
„ Colombo	„ 20		

This route is the most expeditious and economical for passengers for the Neilgherrie district, Bangalore, and Madras, who can land at Calicut for Beypore, and proceed from thence by rail.

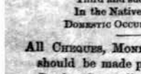
Passengers for Calcutta can take the same route picking up the steamer at Madras.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging cargo and passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.)



THE British India Steam Navigation Company (Limited), under mail contract with Government, will despatch a steamer every 14 days to the Persian Gulf, touching at Kurrachee, Guadur, Muscat, Bunder Abbas, Linga, Bushire, Fao, and Bussorah.

Up.	Sept.	Down.	Oct.
Leave Bombay	18	Leave Bussorah	8
„ Kurrachee	23	„ Fao	8
„ Guadur	23	„ Bushire	10
„ Muscat	26	„ Bahrein	11
„ Bunder Abbas	28	„ Linga	13
„ Linga	29	„ Bunder Abbas	14
	Oct.	„ Muscat	16
„ Bushire	2	„ Guadur	18
„ Fao	3	„ Kurrachee	20
Arrive Bussorah	4	Arrives Bombay	23

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE

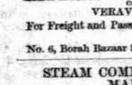
THE British India Steam Navigation Company (Limited), under mail contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every Saturday at 4 P. M.

The steam-ship Kurrachee, 510 tons, 120 H. P., Commander A. Cottier, will be despatched on Saturday, the 11th September at 4 P. M.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE KATTYWAR COAST.



STEAMER GENERAL OUTRAM, Captain Teasdale, will be despatched on SATURDAY next, the 11th instant, to Cutch, Mandvee, calling at VERAVUL and PORBUNDER.

For Freight and Passage apply to

NOWROJEE BHICAJEE, Manager.

No. 6, Borah Bazaar Street, Bombay, 6th September, 1869.

STEAM COMMUNICATION WITH THE MALABAR COAST.

Steamers LORD CLYDE, GENERAL HAVELOCK, GENERAL OUTRAM, and TILLY.

ONE of the above Steamers will be despatched every week to and from the Malabar Coast, calling at the intermediate Ports on the following days :—

Down Steamers.		Up Steamers.	
Leave Bombay	Saturday.	Leave Cochin	Sunday.
„ Rutnagherry	Sunday.	„ Beypore	Monday.
„ Malwan	„	„ Calicut	„
„ Vingorla	„	„ Tellicherry	Tuesday.
„ Goa	Monday.	„ Cannanore	„
„ Carwar	„	„ Mangalore	Wednesday.
„ Coompta	„	„ Goa	Thursday.
„ Mangalore	Tuesday.	„ Carwar	„
„ Cannanore	Wednesday.	„ Goa	„
„ Tellicherry	„	„ Vingorla	Friday.
„ Calicut	„	„ Malwan	„
„ Beypore	„	„ Rutnagherry	Saturday.
Arrive Cochin	Thursday.	Arrive Bombay	Sunday.

The Steamer TILLY, Captain Kiggins, will be despatched according to the above table on SATURDAY, the 11th September. For freight and passage apply to

NOWROJEE BHICAJEE, Manager.

No. 6, Borah Bazaar Street, 6th September, 1869.

NOTICE.—Consignees of Cargo per Ship CITY OF PARIS, arrived from Glasgow, are requested to despatch Boats at once to take delivery, otherwise the same will be landed by the Captain at the risk and expense of the concerned.

W. NICOL & Co.,

Agents of ship City of Paris.

Bombay, 6th September, 1869.

NOTICES.

MUSICAL BOXES, JEWELLERY, CLOCKS.—Our stock has been replenished, and offers the most complete assortment desirable.

FAVRE, LEUBA, & Co.

WARRANTED WATCHES.—All Gold and Silver Watches of every description and size manufactured by us, and fitted with the latest improvements, are warranted to purchasers for the term of 1, 2, or 3 years.

FAVRE, LEUBA, & Co.

KEYLESS WATCHES.—For which the undersigned have also obtained the only first class Prize Medal at the Broach Exhibition. This watch is pronounced by competent judges to be the most practical and best time-keeper ever produced.

FAVRE, LEUBA, & Co.

RS. 50 SILVER WATCH.—The only first class Prize Medal was obtained by the undersigned at the late Broach Exhibition for this Watch: its durability and excellent way of keeping time cannot be surpassed at the price.

FAVRE, LEUBA, & Co.

T. CHATELAIN MONTANDON,

WATCHMAKER, JEWELLER, OPTICIAN AND ENGRAVER,

1st & 2nd FLOOR, No. 17, MEADOW STREET,

Agent for Hy. Grandjean & Co., Locle (Switzerland), and London (47 Friday Street). Received Medals at all the great Exhibitions, Silver Medal at the Paris Exhibition of 1867.

Also Agent for Thevenaz Brothers, Locle; established in London for the last thirty years.

GOLD AND SILVER WATCHES.—Ladies' and Gentlemen's; the largest stock now in Bombay.

JEWELLERY.—Indian, Paris, Geneva, and German made; the largest choice now in Bombay.

SPECTACLES.—In Steel and Tortoise-shell Frames, Eye Glasses, Opera Glasses.

CLOCKS for Dining-rooms, Offices, and Railway Stations.

MUSICAL BOXES.—100 Musical Boxes to select from.

Terms—Cash.

REPAIRS of all kinds carefully made.

Up-country Station orders punctually attended to.

THOMPSON and COMPANY.

CHEMISTS AND DRUGGISTS,

Opposite the Secretariate,

22, APOLLO STREET, BOMBAY,

From the late firm of

ROGERS & Co.

PRESCRIPTIONS.

Every care and attention is given to this Department of our business, and being under our personal superintendence, Physicians and Patients may rely on all articles being supplied of the best quality, and prepared with exactness and uniformity.

MEDICINE CHESTS IN GREAT VARIETY.

SHIPS' MEDICINE CHESTS CAREFULLY REFILLED.

Messrs. Thompson & Co. devote particular attention to Ships' Medicine Chests, and will, at any time, send on Board a competent party to have the Chest examined, free of charge.

PATENT MEDICINES.

Hair Brushes.	Flesh Gloves.
Nail Brushes.	Chest Expanders.
Tooth Brushes	Eau de Cologne.
Combs.	Violet Powder.
Corn Plasters.	Feeding Bottles.
Perfumery.	Court Plaster.
Sponges.	Filters.
Sponge Bags.	

AND A LARGE STOCK OF OTHER SUNDRIES.

PIPES, TOBACCO, CHEROOTS.

Orders from Outstations, accompanied by a Bombay reference, will receive every care and attention.

THOMPSON & Co.

SHIPPING.

OVERLAND FREIGHT ROUTE.

STEAM TO LIVERPOOL, LONDON, TRIESTE, MARSEILLES, BRINDISI, VENICE, NAPLES, LEGHORN, GENOA, BARCELONA, HAVRE, ADEN, AND SUEZ.

THE Bombay and Bengal Steam Ship Company, under arrangements with other first class lines of Steamers from Alexandria, undertake to give through Bills of Lading for Goods via Egypt to the above and most other Continental Ports.

A limited number of passengers can be accommodated.

Rates of Fare.

To Suez—1st class £40, 2nd class £25. } Exclusive
To Trieste—1st class £58, 2nd class £34. } of Wines.

Steamers will leave Bombay every four weeks.

For Freight or Passage apply to Messrs. Stephen, Kennard & Co., London; Messrs. Tod, Kennard & Co., Liverpool; Messrs. Tod, Rathborne & Co., Alexandria; Austrian Lloyd's Steam Navigation Company, Trieste and Venice; Messrs. Fraissinet Pere et Fils, Marseilles; and Messrs. R. Rubattino and Co., Genoa; or to the undersigned in Bombay.

The s. s. MAGDALA, 2,200 Tons, Captain Thomson, will be despatched on WEDNESDAY, the 8th September.

STEARNS, HOBART, & Co.

NEW ADVERTISEMENTS.

PORT CANNING LAND, INVESTMENT, RECLAMATION and DOCK COMPANY (Limited).—NOTICE is hereby given to REGISTERED HOLDERS of SHARES of the abovenamed COMPANY on which the 8th CALL of Rupees One Hundred per share has not yet been paid, will be charged Interest at the rate of 12 per cent. per annum from the day appointed for the payment thereof.

By order of the Directors,

GEORGE BLAIN, Manager.

Bombay, 2nd September, 1869.

RE ESTATES of SORABJEE PESTONJEE FRAMJEE, NOWROJEE NANABHOY FRAMJEE, MERWANJEE JAMSHEDJEE, and Messrs. SORABJEE and NOWROJEE NANABHOY.—DIVIDENDS, on all claims adjusted and admitted by the Trustees, will be payable as undernoted, at No. 12, Elphinstone Circle, Fort, on MONDAY the 13th, and THURSDAY the 16th days of September, instant, and on every following Monday and Thursday, between the hours of 11 and 3, viz. :—

On the Estate of Sorabjee Pestonjee Framjee, Second and Final, at the rate of 18¾ per cent.

On the Estate of Nowrojee Nanabhoy Framjee, Second and Final, at the rate of 9 per cent.

On the Estate of Merwanjee Jamsetjee, Second and Final, at the rate of 1½ per cent.

On the Estate of Sorabjee and Nowrojee Nanabhoy, Third Dividend, at the rate of 5 per cent.

J. J. SHAW,
PERSONDASS NENSEE, } Trustees of the above Estates.

Bombay, 8th September, 1869.

SALE of CALICUT PATTIMAR called THE MAMOODY by PUBLIC AUCTION, to Close Partnership Account.

On TUESDAY, the 14th September, at 2 P.M., Messrs. HEERALALL & Co. have received instructions to sell by PUBLIC AUCTION a fast Teakwood Pattimar, called The Mamoody, built at Calicut in the year 1860, registered 115¾ tons burthen, now lying in waters at Mandvee Bander, complete, to close partnership account.

Messrs. Heeralall & Co. recommends the above Pattimar to the attention of Ship-owners and other purchasers, as it is a pucka and lately built fast vessel. A deposit of 25 per cent will be required at the time of sale.

No. 9, Hummum Street, Fort.

CHESSON and WOODHALL'S LIBRARY.

No. 11, Hummum Street, Bombay,
And No. 1, East Street, Poona.

FRESH STOCK OF VERY BEST STATIONARY.

NOTE PAPER, White Linear, per pack	Rs. 1 8
Ditto, coloured, per box	1 8
FOOLSCAP, best, per quire	0 10
Do. best French	0 6
OVERLAND LETTER PAPER, blue Linear, per quire	0 12
LETTER PAPER, Cream laid, per quire	0 8
Do. do. Linear	0 12
LADIES' VISITING CARDS, per pack	0 12
GENTLEMEN'S ditto „	0 8
LETTER COPYING BOOKS of various size and sorts.	
COPYING BOOKS, Blank ruled, Foolscap and Quarto size.	
GUM, prepared, in bottles, price each	1 0
PEN WIPERS, each	5 0
MITCHELL'S STEEL PENS of sorts, per box	1 0
GILLOTT'S ditto „	1 8
Pockets of GREEN and RED RIBBONS for attaching papers, per packet	0 8
BAZAAR BOOKS, each	1 8
ENVELOPES of all sizes, colours, and sorts.	
TRACING PAPER, per sheet	1 12
INKSTANDS, DATE MARKERS, and SLATES in great variety.	

EXPECTED BY NEXT MAIL.

WORLD OF FASHION for August	0 12
LE FOLLETT	1 0
LONDON and PARIS FASHION for August	0 12

CHESSON & WOODHALL.

PERIODICALS AND NEWSPAPERS.

THE "HOME NEWS," BY EVERY MAIL.

WE are now prepared to register orders for the supply of all ENGLISH NEWSPAPERS and PERIODICALS. List of prices, &c., can be had on application.

CHESSON & WOODHALL.

11, Hummum Street, Bombay, 8th September, 1869.

NOTICES.

A CARD.

L. H. PHILIPPS and Co., GAS FITTERS, Plumbers, Mechanical Engineers, Contractors, and General Agents. Depôt of Gas and Water Fittings. Fountains of various designs; Jets of great variety, Vulcanized India-rubber, and canvas hose with union joints. Branch Pipes Inserters and Spreaders, Tinned Lead Pipes of sizes, Lambert's and Warner's improved Bib and Stop Cocks in variety; Gas Pipes and Fittings in all its Branches, &c.

Kalbadavie Road, No. 15.

TERMS—CASH.

MEDICINE CHESTS.—D. S. KEMP & Co.'s Chests are unsurpassed in completeness, compactness, and convenience by those of any other makers or dealers in England or India. References can be given to numerous purchasers, who have expressed their highest satisfaction at the excellence of the Medicine Chests sold to them.

They are all made by the best English workmen, and are filled and furnished with the most minute attention by D. S. K. & Co.

There is hardly a station in this presidency where one of these Chests is not to be found, and D. S. K. & Co would take the liberty of referring to any one whom they have supplied for an opinion as to his purchase.

It need scarcely be stated that a Medicine Chest has now become a necessity to every European in this country; the climate being such that all ought to familiarize themselves with the use of such simple remedies as are required to avoid serious indisposition.

To all large employers of labour a small portable dispensary is essential. D. S. K. & Co. prepare, and furnish such dispensaries, with numerous special remedies such as Fever mixture, Cholera mixture, &c., of the efficacy of which they are well assured; and with books of instruction adapted to them.

For the smaller Chests D. S. Kemp's "Companion" is remarkably useful.

D. S. K. & Co. have twenty regular patterns on their list, descriptions of all of which will be furnished on application. Unique and other Chests are also on hand and will be described if suited to the wants of the enquirer.

Bombay. D. S. KEMP & Co.

KEMP'S LIQUOR CHIRETTINÆ, or SOLUTION of SACCHARO-CHIRETTINE,—Containing in a purified and concentrated form the medicinal principles of the herb Chiretta. A Tonic and Febrifuge of great power, remarkably beneficial in all cases of muscular and nervous debility and of functional derangement, whether arising from long residence in a Tropical climate or from severe illness.

PREPARED ENTIRELY WITHOUT THE USE OF HEAT.

AND ONLY BY

D. S. KEMP & Co.,

HARMACEUTICAL CHEMISTS, BOMBAY & POONA.

Rs. 2-8 and Rs. 4 per bottle.

INFALLIBLE REMEDY

FOR

INDIAN RINGWORM OR DHADUR.

(See "Times of India," 9th September 1868.)

GOA POWDER.

MENTIONED IN THE NEW INDIAN PHARMACOPŒA,

(but with an erroneous reference as to its composition.)

No medicine has done more to assuage suffering in this country; all classes, European and Native, can now testify to its value.

Goa Powder ..... 12 as. per phial.
Solution of Goa Powder (Liquor Acidæ Salicylici) ..... 12 as. „

A liberal discount to the trade and to charitable institutions.

Bombay, 30th January 1869. D. S. KEMP & Co.

D. NICHOLSON and COMPANY.

SILK, WOOLLEN, and MANCHESTER WAREHOUSEMEN, COLONIAL and FOREIGN AGENTS,

50, 51 & 52, St. Paul's Churchyard, London,

Invite the attention of Merchant and Trader throughout India and China, to the fact that they have had 25 years' experience as SHIPPERS of GOODS to those Markets, and that they undertake the execution of Indents on the closest wholesale terms.

N.B.—A Price List containing full particulars of every description of Silks, Woollens, Muslins, Calicoes, Prints, Clothing, Millinery, Jewellery, Carpets, Blankets, &c., &c., and every particular necessary for ordering goods from D. N. & Co.'s London Warehouse, sent post free.

Terms—Not less than 50 per cent. to accompany Indents, and balance against Bills of Lading.

Contractors for Military and Police Clothing and Accoutrements.

D. NICHOLSON & Co.,

50, 51 & 52, St. Paul's Churchyard, London,

Sole Agents for the WANZER SEWING MACHINE COMPANY and the BRITTANIA SEWING MACHINE COMPANY for the City of London.

Bankers—Messrs. Martin & Co., Lombard Street.

N.B.—Price Lists can be procured from, and orders sent direct, or through Messrs. Palmer, Lawrie, & Co., Calcutta; and also of Messrs. Wheatley & Co., Bombay.

THOMAS D. MARSHALL'S LADIES' BOOTS, beautifully made and moderate in price. Prepared Kid Walking Boots, Elastic or Button, Fancy Toes, Military Heels, No. 6d. New designs in Enamelled or Glove Kid. for Croquet or Promenade, 21s. Elastic House Boots, soft mock Kid or Satinette, 5s. 6d. A single pair free to India by sample post, on receipt of paper pattern of sole, and remittance of price with one shilling additional. Catalogues post free. Remittances to be crossed "Bank of England."

THOMAS D. MARSHALL,

192, Oxford Street, London, W.

COLT'S

New Patent CENTRAL FIRE Cartridge

REVOLVERS,

While doing away with nipples and the necessity of capping the same, have retained all the best qualities of the Original Colt's Pistol. In length of range, accuracy of fire, force of penetration, simplicity of construction, and durability, they surpass all other Metallic Cartridge Revolvers. Holsters, Belts, Pouches, Ammunition.

Price Lists free. Address—

COLT'S FIRE ARMS COMPANY.

14, PALL MALL, LONDON.

NOTICES.

NOTICE.—The ANNUAL SALES of APKAREE and FERRY FARMS, of Farm of Tolls on Alibaug and Reewus Road, and of right of removing sand from the foreshore of the Colaba Collectorate, will be held before the Collector of Colaba at Alibaug on the 23rd September next, and following days.

T. BOSANQUET, Collector.

Colaba Collector's Office, Alibaug, 28th August, 1869.

GREAT INDIAN PENINSULA RAILWAY.—NOTICE.—For the convenience of VISITORS to POONA during the ensuing Holidays and Races, ordinary RETURN TICKETS, issued on and after FRIDAY next the 13th instant, until the end of September next, will be available for return within seven days from the date of issue.

HENRY CONDER,
General Traffic Manager.

Bombay, 12th August, 1869.

NOTICE is hereby given, that the FIRM of Messrs LIMJEE DINSHAW & Co., of No. 2,447 East Street, Poona, have CLOSED their BUSINESS. All persons who are indebted to the said Firm are requested to pay their respective DEBTS within one month from this date; and all persons having claims against the said Firm are requested to send in and receive their respective claims within the said one month from this date.—Dated this 28th day of August 1869.

LIMJEE DINSHAW & Co.

NEW BANK of BOMBAY (Limited).—NOTICE is hereby given, that the BANK, GENERAL TREASURY, GOVERNMENT SAVINGS BANK, and PUBLIC DEBT OFFICE will be CLOSED on SATURDAY, the 18th, to WEDNESDAY, the 22nd instant (both days inclusive), for the PATETI and PARSEE NEW YEAR HOLIDAYS.

By order of the Board of Directors,

M. BALFOUR,
Secretary and Treasurer.

Bombay, 4th September, 1869.

B. B. & C. I. RAILWAY.—BANDORA FEAST.—On SUNDAY, the 12th instant, SPECIAL and ORDINARY TRAINS will leave the Marine Lines Station at 6-30, 8-30, 12-0 A.M., 2-0, 4-0, 5-45, and 8-0 P.M., for BANDORA and intermediate Stations; and Bandora at 5-0, 7-30, 8-0, 10-0, A.M.; 1-0, 3-0, 7-0, and 9-0 P.M. for Marine Lines and intermediate Stations.

An additional Train will also leave Versur at 9 A.M. for Bandora and intermediate Stations.

J. B. DUXBURY,
Traffic Manager.

Fort, 1st September, 1869.

NOTICE.—BANK of INDIA (in Liquidation).—NOTICE is hereby given, that a FOURTH DIVIDEND, at the rate of Rs. 3¾ (Rupees Three and three quarters) per Share on the Old, and Rs. 2½ (Rupees Two and one quarter) per Share on the New, Issue, will be paid to the Shareholders, at the Registered Office of the Company, No. 12, Elphinstone Circle, on WEDNESDAY, the 29th instant, between the hours of 11 A.M., and 4 P.M., and on every following Wednesday during the same hours.

J. A. J. SHAW,
JERAMJI NAOROSJI, } Liquidators.

No. 12, Elphinstone Circle, Bombay, 21st July, 1869.

NOTICE.—THE ALBERT LIFE ASSURANCE COMPANY having SUSPENDED PAYMENT in accordance with a Telegram received from Head Office, London, PREMIA payable at this Branch will still CONTINUE to be RECEIVED by the undersigned, on behalf of the Provisional Liquidator authorized by the Court of Chancery to receive the same, but such Premia will be returned on 1st January 1870 should re-construction or arrangements with another Company be not carried out.

By order of Directors,

D. McL. SLATER, Secretary,
For Provisional Liquidator.

Bombay, 19th August, 1869.

THE ALBERT LIFE ASSURANCE COMPANY.—The Committee appointed to watch the interests of the Policy-holders in the above Company, beg to invite all POLICY-HOLDERS in the Bombay Presidency, to COMMUNICATE with the Committee, and to empower them by proxy to act on their behalf, and also to remit their Subscription, at the rate of Rs. 2 per every thousand rupees insured by them, to E. Morrieu, Esq., Manager of the Agra Bank, where an account will be opened in the name of the Committee. The proxy to be signed, lies at the office of Messrs. Manisty and Hurrell.

G. A. SUMMERS,
Secretary to the Committee.

Bombay, 30th August, 1869.

NOTICE.—APPLICATIONS will be received by the undersigned for the OCCUPATION, from the 5th proximo, of PLOTS of GROUND at the Cotton Green at Colaba. A deposit of Rs. 100 for each Plot should accompany the applications. This amount will be forfeited in case of any evasion or delay in signing the Deed of Agreement or paying the full amount of rent in advance before the 5th idem.

2. Railway Sidings are shortly to be made through the Cotton Green.

3. Further particulars may be learnt on application to

KAHANDAS MUNCHARAM,
Executive Engineer, Presidency.

Executive Engineer's Office, Bombay, 7th September, 1869.

RE ESTATES of LIMJEE MANOCKJEE and COWASJEE MANOCKJEE and Messrs. MANOCKJEE LIMJEE and COMPANY.—THIRD DIVIDENDS will be PAYABLE as undernoted at 23 Sassoon's Building, Apollo Street, Fort, on WEDNESDAY, the 8th, and THURSDAY, the 9th days of September instant, and on every following Wednesday and Thursday, between the hours of 11 and 3, on all claims adjusted and admitted by the Trustees, viz.:—On the Estate of Limjee Manockjee, at the rate of 5 per cent.; on the Estate of Cowasjee Manockjee, at the rate of 5 per cent.; on the Estate of Manockjee Limjee and Company, at the rate of 1 per cent.

H. R. CORMACK,
RAGHOONATH NARRAYEN,
Trustees of the above Estates.

Bombay, 1st September, 1869.

NOTICE.—The undermentioned Banks will be closed from SATURDAY, the 18th, to WEDNESDAY, the 22nd instant (both days inclusive), for the PAPETI and PARSEE NEW YEAR HOLIDAYS:—

For the Oriental Bank Corporation,
J. F. MOIR, Agent.

For the Chartered Mercantile Bank of I. L. and China,
ROBT. CAMPBELL, Agent.

For the Chartered Bank of India, Australia, and China,
JAMES DOUGLAS, Agent.

For the Comptoir D'Escompte de Paris,
E. J. HARDCASTLE, Manager.

For the National Bank of India (Limited),
JAMES WINDRAM, Manager.

For the Agra Bank (Limited),
EDWARD MORRISS, Manager.

For the Hongkong and Shanghai Banking Corporation,
R. STEVENSON, Agent.

Bombay, 2nd September, 1869.

NOTICE.—HENRY S. KING & CO.'S (late SMITH, ELDER, & Co.'s) Calcutta Agency.

Messrs. Henry S. King & Co. of London have the pleasure to announce that they have established a Branch Firm in Calcutta, under the style of King, Hamilton, & Co., by whom their Agency in that place will in future be conducted.

WITH reference to the above, Messrs. Anstruther & Co. have from this date ceased to act as the Agents of Messrs. Henry S. King & Co., London, and the Power of Attorney hitherto held by them from Mr. Henry Samuel King has been cancelled.

HENRY SAMUEL KING,
By his Attorney Charles Danks.

Calcutta, 1st September, 1869.

KING, HAMILTON, & Co.,

HAVE the pleasure to announce, with reference to the above Notices, that they have taken Offices at No. 7, Hare Street, where they will in future conduct the Agency of Messrs. Henry S. King & Co. (late Smith, Elder, & Co.), East India, Army, and Civil Service Agents, London.

All communications addressed to them will receive prompt attention.

Orders and remittances for the London Firm received, and transmitted by every Mail.

Orders from Up-country for execution in Calcutta carefully attended to.

King, Hamilton, & Co., Agents, Calcutta.

Henry S. King & Co., (late Smith, Elder, & Co.), East India, Army, and Civil Service Agents, 65 Cornhill, and 45 Pall Mall, London.

CONTRACT of LINSEED CAKE.—SEALED TENDERS are invited for the SUPPLY of LINSEED CAKE to the Municipality during the year 1870.

The Cake must be delivered at the Municipal Storekeeper's Office, Boree Bunder, on the 25th day of each month.

The quantity required monthly will be 26,412 lbs. (English). Further information can be obtained at the Office of the Health Officer, Dhobee Talao.

Tenders will be received up to 11 o'clock on the 11th instant, and should be addressed to the Municipal Commissioner for the City of Bombay.

A deposit of Ten per cent. will be required on the amount of any accepted Tender.

The Municipal Commissioner does not bind himself to accept the lowest or any tender.

JOHN LUMSDAINE, Health Officer.

Bombay Municipal Commissioner's Office, Public Health Department, 3rd September, 1869.

CONTRACT of BARLEY, &c.—SEALED TENDERS are INVITED for the SUPPLY of BARLEY, &c., to the Municipality during the year 1870.

The Barley must be delivered at the Municipal Storekeeper's Office, Boree Bunder, on the 25th of each month.

The quantity required monthly will be 79,23⅓ lbs. (English) also certain smaller quantities of Mutt, Bajree and Bran. Further information can be obtained at the Office of the Health Officer, Dhobee Talao.

Tenders will be received up to 11 o'clock on the 11th instant, and should be addressed to the Municipal Commissioner for the City of Bombay.

A deposit of Ten per cent. will be required on the amount of any accepted Tender.

The Municipal Commissioner does not bind himself to accept the lowest or any Tender.

JOHN LUMSDAINE, Health Officer.

Bombay, Municipal Commissioner's Office, Public Health Department, 3rd September, 1869.

HAY CONTRACT.—SEALED TENDERS are INVITED for the supply of HAY to the Municipality during the year 1870.

The Hay must be delivered at the different Municipal Stables throughout the Town, viz.:—

	Daily lbs.
Boree Bunder	2,754
Grass Market	3,000
Grant Road	2,310
Camatecpoora	3,228
New Nagpada	1,320
Girgaum...	1,0
Chinchpoogly	346
Mahim	238
Bandora	34
Total lbs.	14,734

Tenders may be for the whole amount or for supply separately to different Stables.

Further information can be obtained at the Office of the Health Officer at Dhobie Talao.

Tenders will be received up to 11 o'clock on the 11th instant, and should be addressed to the Municipal Commissioner for the City of Bombay.

A deposit of Ten per cent. will be required on the amount of any accepted Tender.

The Municipal Commissioner does not bind himself to accept the lowest or any Tender.

JOHN LUMSDAINE, Health Officer.

Bombay, Municipal Commissioner's Office, Public Health Department, 3rd September, 1869.

HEAL and SONS.

IRON AND BRASS BEDSTEADS,

for all parts of the world.

SOLID MAHOGANY

BED ROOM FURNITURE,

Entirely free from Veneer, very suitable for extreme climates.

HORSEHAIR AND SPRING MATTRESSES,

and every Description of Bedding for India and the Colonies.

ILLUSTRATED CATLOGUE,

Of the above goods sent free by post to every part of the world to which there is Book Post.

HEAL AND SON.

196, 197, and 198, Tottenham Court Road, London, W.

*** Remittances and Orders must be made payable in London.

WANTED.

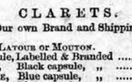
SUB-MARINE DIVER.—A first class hand WANTS an AGREEMENT. Well acquainted with foundations, iron bridge fitting, &c. Four years' experience in India. No objection to any part of the country.—Address J. P. H., 32, Parell Road, Byculla.

HOUSES, &c., TO LET.

TO BE LET, several Rooms and Godowns in Grant Buildings. Apply to the Manager, Land Mortgage Bank of India, Limited, Parsee Bazaar Street.

TO LET, with immediate possession, the TOP FLOOR of a House No. 3, in Meadow Street, over Mrs. Hern's Millinery Establishment, suitable for Residence or Offices, with the use of a Cook-room on the ground floor. For Rent and other particulars apply to M. B. COHEN & Co.

WINES, SPIRITS, BEER, &c.



CUTLER, PALMER, & Co.,

WINE MERCHANTS

TO

HER MAJESTY THE QUEEN

AND

HIS ROYAL HIGHNESS THE PRINCE OF WALES.

DEAN LANE—BOMBAY.

Established in Bombay in the Year 1842,
and in London and Bordeaux 1815.

LONDON HOUSES	Wholesale and for Export only—Tower Bonded Vaults, Retail—Charing Cross Railway Arches.
BORDEAUX HOUSE	Wholesale and for Export—Place du Champ de Mars.

REPRESENTATIVES IN

China,	Colombo,	New Zealand,	
Calcutta,	Kurrachee,	Manilla,	
Madras,	New York,	New Orleans.	

WE respectfully solicit a continuance of the commands of MESSES, GENERAL MERCHANTS, and EUROPEAN RESIDENTS of WESTERN INDIA, to whom, from the extensive nature of our business, we can offer better terms and better value than any other House in Bombay.

Being IMPORTERS on the LONDON and BORDEAUX Markets, we are, of necessity, in the most favourable position to supply the public with genuine Wines and Spirits on favourable terms, and from our experience, derived from over fifty years' trading in them, we confidently assert our ability to please all tastes, and we solicit comparison with competitors' Brands at our quotations.

We subjoin our LIST OF SELECTED WINES for this market, and beg to intimate—

1st. That we cannot execute orders for less than 1 dozen quarts, or 2 dozen pints of either one of them, Liqueurs excepted: these in not less quantities than ½ dozen pints or quarts.

2nd. That our Wines and Spirits are procurable from every respectable General Shopkeeper in Bombay and at Out-stations; they, however, fix their own selling prices for them.

3rd. That our quotations are for delivery from our Godowns, where full examination of all Still Wines prior to delivery is allowed, but we do not take the risk of subsequent breakage.

4th. That our advertised quotations for all Sparkling Wines do not provide for the rejection of ullaged or broken bottles likely to be found in Cases, on arrival, after a long sea voyage. We guarantee each Case to contain the full complement of sound Bottles at time of shipment, but cannot guarantee loss arising from atmospheric or climatic influences; we take this risk by adding Rs. 4 per dozen quarts, and Rs. 2½ per dozen pints to our quotations.

Our Sparkling Wines are not to be equalled at our quotations; we invite comparison.

CLARETS.

(Our own Brand and Shipping.)

	Qts.	Pts.
A 1—Chateau Lavour or Mouton. Gold Capsule, Labelled & Branded	per doz. Rs. 30 0	per doz. Rs. 16 0
Chateau Rauzan, Black capsule,	„ 25 0	„ 14 0
Chateau Leoville, Blue capsule,	„ 22 0	„ 12 0
Chateau Palmer, Blue capsule,	„ 22 0	
Chateau Larose, Yellow capsule,	„ 18 8	„ 10 8
St. Julien, Green capsule,	„ 17 0	„ 10 0
Medoc, Red capsule	„ 15 8	„ 9 0
Medoc, White capsule,	„ 13 8	
Sauterne, Red capsule,	„ 22 0	

BURGUNDIES—RED AND WHITE.

(Very Choice—Our own Brand and Shipping.)

Chamberlin, Labelled and Branded	Rs. 32 0 Rs. 17 0
Nuits, ditto	„ 26 0
Macon, ditto	„ 21 0
Charlis, ditto	„ 22 0

CHAMPAGNES.

The finest DRY CHAMPAGNES that can be shipped.

(Our own Brand and Shipping.)

Magnums, Finest Dry Labelled	Rs. 74 0
Finest Dry Sparkling, Gold Foil,	„ „ 36 0 Rs. 19 8
Fine Sparkling, Silver Foil	„ „ 32 0 „ 17 8
Good Sparkling, Silver Foil for Ball purposes	„ „ 27 0 „ 14 8

GERMAN WINES.

(Our own Brand and Shipping.)

Nonpareil Sparkling Hock and Moselle, Gold foil, Labelled and Branded	Rs. 36 to 19 8
Sparkling Hock and Muscatel Moselle, Silver foil	„ 32 „ 17
Moselle, Still, Marcobrunner	„ 34 „
„ „ Braunsberger	„ 35 „
Hock, „ Johannisberger	„ 42 „
„ „ Forster Traminer	„ 34 „
„ „ Rudesheimer	„ 26 „
„ „ Hochheimer	„ 23 „

SHERRIES.

Specially selected for tropical consumption.

(Our own Brand.)

Amontillado, very choice and superior	Rs. 32 0
Amoroso, very choice, full flavored, soft, pale	„ 28 0
Sherry, Green seal, full bodied, light gold colour, fruity and dry	„ 22 0
do. Blue seal, very pale and dry and delicate	„ 22 0
do. Brown seal, pale dry and delicate	„ 22 0
do. Yellow seal, pale and dry, an excellent Dinner Sherry	„ 18 8
do. White seal, ordinary Dinner Wine	„ 15 0
Marsala, Virgin Pale	„ 15 8
Madeira, East India (one voyage)

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

THURSDAY AFTERNOON.

ACTIVE inquiries for New Bank of Bombay, 1st and 2nd issues, at Rs. 22 per cent. premium. Market firm.

BOMBAY BILL AND STOCK LIST.

BANKS.

Number of Shares.	Nomi. value of sh.	Paid up.	Last dividend.	Names.	Cash Rates per Share.
	Rs.	Rs.	p. a.		
100,000	100	all	10 p.ct.	Agra Bank	par.
22,500	1,000	all	8 p.ct.	Bank of Bengal	1700
10,000	500	all	6 p.ct.	Ditto of Bombay New	610
10,000	500	100		Ditto 2nd Res. Issue	210
5,250	1,000	all	12 p.ct.	Ditto of Madras	1,600
30,000	250	all	6 p.ct.	Chartered Mercantile Bk. of L. L.& China	325
49,000	200	all	6 do.	Chartered Bk. of I. & C.	210
13,598	500	250	8 do.	Delhi and London	200
37,698	250	125	8 do.	National Bank of India	142
60,000	250	all	12 do.	Oriental Bank	425

LAND COMPANIES.

4,000	2,000	all	Rs. 65	Colaba Land Co.	1700
10,800	1,000	all	Rs. 30	Elphinstone Land	1025
10,800	1,000	650	11-14	Do. New	660
8,000	150	all	Nil	Free Land & Pier Co. Ld	210
2,000	5,000	4,100	Nil	Maragon Land	1240
5,000	2,000	1,300	Nil	Port Canning	290

RAILWAY COMPANIES.

...	£20	218.3.0	5 p.c.	G. I. P. Railway Consolidated Stock	227
...	£20	196.8.8	do.	Do. New £20 shares	198
...	£100	1,060	do.	B. B. & C. I. Railway Co.	1120
...	£18	126.5.1	do.	Do. New Shares	Par.

SPINNING AND WEAVING COMPANIES.

400	2,000	1,700	50	Albert Mills Co.	875
500	2,500	all	80	Alliance Spinning	1,725
100	5,500	all	...	Bombay	2,900
200	1,000	all	10 p.c.	Bombay United	765
800	500	all	12 p.c.	Broach Mills	260
200	5,000	all	...	Coorla Spinning	1,950
750	2,000	all	200	Great Eastern	1560
2,500	1,000	all	50	Manockji Petit's	680
800	2,500	all	...	Oriental	1,225
600	2,500	2,300	...	Royal	1,400

SHIPPING COMPANY.

1,000	5,000	3,500	1,500	Bombay Ship Co. 1,200

PRESS COMPANIES.

150	5,000	2,850	350 p.a.	Akbar Cotton Press Co.	2,300
200	2,000	1,100	200 p.a.	Albert Co. Kurrachee	840
250	2,000	850	300 p.a.	Alexandria Press Co.	660
	12,000	11,000	1750 p.a.	Apollo Press Co.	9,500
200	2,000	all	400 p.c.	Bombay Press Co.	2,375
200	500	all	100 p.c.	Do. New	580
500	1,500	all	100 p.c.	Colabe Press Co.	11,300
350	2,000	all	...	East India Press Co.	1,300
150	8,800	all	1000 p.c.	Fort Press Co.	10,100
200	2,000	1,800	100 p.c.	Fraunji Cowasji Press	1,300
200	5,000	all	425 p.c.	Hydraulic Press Co.	3,500
200	5,000	2,900	...	Kurrachee Press Co.	1,000
2,500	1,000	500	...	Modun. Press & C. Co.	320
120	2,500	all	350 p.c.	Prince of Wales Press	2,600
225	2,700	750	...	Victoria Press, Madras	1,250
150	2,000	all	...	Ttunevelly Press Co.	1,650

(* Per share for the half-year.)

MISCELLANEOUS.

1,000	2,500	1,500	...	Bombay Burmah Trading Corporation	900
* 4,000	50	all	5	Mechanics' B'd'gs Co.	33
500	2,000	200	9	Kurrachee Landing and Shipping Company	190
2,000	500	all	Nil	Treacher & Co.	240

BANKS IN LIQUIDATION.

		Date of Liquidation.		
2000	50	Jan. '56	Bank of Bombay	50
25	132	...	Do. China	5
200	35	Sept. '67	B'bay Trdg & B'nkg	6
200	40	Sept. '67	Brokers' Bank	15
250	...	Mar. '66	Central Bank	6
...	...	...	East India Bank's	15 –16
200	10	Feb. '67	Indian Peninsula	6
200	65	May '67	Royal Bank	12
130	66	Apr. '67	Old Financial	8

COMPANIES IN LIQUIDATION.

5,200	1,750	Nov. '66	Back Bay Co.	470
3,500	2,400	...	B'bay & Bengal S. S.	100

EXCHANGE.

On	Terms.	Rate.
London	At sight	1s. 1 7/32d.
London Banks	6 months' sight	1s. 11 11/16d. to 1s. 11 3/4d.
Do. Credits	6 Do. do.	1s. 11 3/4d.
Do. Documents	6 Do. do.	1s. 11 15/16d. to 2s. 0d.
Calcutta	At sight	100 3/16
Do.	30 days' sight	99
Do.	60 days' sight	99
Madras	At sight	100
Do.	30 days' sight	99
China	60 Do. do.	225

BANK OF BOMBAY.

Government Securities	5 per cent.
Mercantile Bills	7 per cent.

GOVERNMENT SECURITIES.

Five-and-a-half per cent.	113½
Five per cent.	109
Four per cent.	94½
Five per cent. (Public Works Loan)	104
Five per cent. Debenture Loan 1866-67	103
15 years' Debenture Loans	109 nl.
10 years' do. do	107½
5 years' do. do.	103
Six per cent. Municipal Loan	103½
Do. Do. Market Rate	102½ to 102¾

MILITARY.

DEPARTURES.—SEPTEMBER 9.

Stanley, Colonel, Infantry, on leave, to Poona.
Hibert, Surgeon Major, Medical Department, to rejoin, to Mhow.

ARMY GENERAL ORDERS.

By His Excellency the Commander-in-Chief.

Poona, 8th September, 1869.

The undermentioned men employed in the Commissariat Department are transferred to the Unattached List, with effect from the 25th August 1869, under the provision of G. G. O. No. 606 of 1869 :—

No. 4016, Private George Collyer, 95th Foot; Lance Corporal James Spooner, 1-21st Foot; No. 559 Sergeant F. A. M. Guilfoyle, 1-8th Foot; No. 8880, Private M. Condon, 49th Foot; No. 1431, Bombardier Lewis Kennedy, 18th Brigade Royal Artillery; No. 838, Private George Smith, 49th Foot.

Assistant Apothecary Ramsa Succaram, No. 76, under orders for the Alpar-ka-Tanda Dispensary is transferred to the British Medical Department.

The Officer Commanding E Battery 18th Brigade Royal Artillery, is authorized to issue five pounds of extra grass to each horse in the Battery, during the month of September.

The following transfer is ordered in the Subordinate Medical Department, British Troops Branch :—

Extra Assistant Apothecary W. Aiken, India Medical Department, General Duty, Poona.

GENERAL ORDERS BY THE GOVERNMENT OF BOMBAY.

(*Bombay Government Gazette*, Sept. 9.)

MILITARY DEPARTMENT.

Sub-Conductor T. Foley, of the Ordnance Department, is allowed furlough to Europe for two years, on medical certificate, with permission to proceed by the Overland route.

Lieutenant S. G. D. Turner, Bombay Staff Corps, Assistant Engineer, P. W. Department, is allowed furlough to Europe for two years, on medical certificate.

Lieutenant T. A. Buchanan, General List, attached to Her Majesty's 2nd Regiment N.I., is permitted to proceed to Europe for the purpose of appearing before a Medical Board, under the Furlough Regulations of 1854.

Captain A. J. Wake, R. A., is appointed Inspector of the Small Arms Ammunition Factory in this Presidency.

Major William Chase Parr, Staff Corps, having completed twenty-six years' service, to be Lieutenant-Colonel, from the 1st September 1869, subject to Her Majesty approval.

Ensign R. S. Simpson, 1st Battalion 2nd Queen's Royal Regiment, is admitted to the Staff Corps on probation.

Lieutenant G. E. Harris, Staff Corps, Acting Deputy Assistant Commissary General, Neemuch, is allowed furlough to Europe for six months, from the 20th November next.

The furlough to Europe granted by G. O. No. 538, dated 21st July 1869, to Lieutenant-Colonel W. R. Lambert, Staff Corps, is to commence on or about the 11th October next.

Captain F. P. Forteath, Staff Corps, has been appointed Cantonment Magistrate at Aden.

Major George Charles Evezard, and Major William Rice, Staff Corps, having completed twenty-six years' service, to be Lieutenant-Colonels from the 26th August 1869, subject to Her Majesty's approval.

POLITICAL DEPARTMENT.

The Right Honourable the Governor in Council has been pleased to make the following appointments, consequent on the absence, on leave, of Captain J. H. Lloyd :—

Lieutenant G. E. Hancock to act as Superintendent of the Rajcote and Limree States until further orders, vice Captain Lloyd.

Lieutenant H. L. Nutt to act as Fourth Political Assistant, until further orders, vice Lieutenant Hancock.

JUDICIAL DEPARTMENT.

Mr. R. W. Hunter, Acting Judge of Ratnagiri, is allowed privilege leave of absence from 16th September to the end of October 1869.

The Right Honourable the Governor in Council is pleased to confirm the following appointments, made by the Honourable the Chief Justice of Her Majesty's High Court of Judicature, Bombay, in the Translators' Department, to take effect from 1st August 1869, with the exception of the last appointment :—

APPELLATE SIDE.

Permanent Establishment.

Mr. Trimbuckrao Bapujee Mayadev to be Senior Gujarati and Marathi Translator and Interpreter, vice Mr. Cursetjee Rustomjee, resigned.

Mr. Survottam Sukharam to be Second Gujarati and Marathi Translator and Interpreter in succession to Mr. Hurrischandra Shamrao, to be transferred to the Original Side.

Temporary Establishment.

Mr. Ball Bapoo to be Assistant Marathi Translator and Interpreter in succession to Mr. Gunnesh Keshav Waidya, to be transferred to the Original Side.

ORIGINAL SIDE.

Permanent Establishment.

Mr. Hurrischandra Shamrao to be Fifth Translator and Interpreter in succession to Mr. Trimbuckra Bapoojee Mayadev.

Mr. Muncherjee Bomanjee to be Acting Sixth Translator and Interpreter in succession to Mr Sokar Bapoojee, to be transferred to the temporary establishment.

Mr. Jamsetjee Rustomjee Setna to be Acting Assistant Translator and Interpreter in succession to Mr. Ball Bapoo, to be transferred to the Temporary Establishment, Appellate Side.

Temporary Establishment.

Mr. Sokar Bapoojee to be Gujarati and Marathi Translator and Interpreter in succession to Mr. Survottam Sukharam.

Mr. Gunnesh Keshav Waidya to be Assistant Translator and Interpreter in succession to Mr. Muncherjee Bomanjee.

Mr. Dossabhoy Bomanjee Motiwalla to be Assistant Translator and Interpreter in succession to Mr. Jamsetjee Rustomjee.

REVENUE DEPARTMENT.

Mr. G. H. D. Wilson, C.S., passed an examination in Canarese on the 2nd instant.

Mr. A. D. Carey, Acting Second Assistant Collector of Surat, is transferred temporarily to do duty in the Broach Collectorate.

Mr. Byramjee Dadabhoy, Registrar of Joint Stock Companies, is allowed one month's extension of the privilege leave granted to him from the 3rd ultimo.

GENERAL DEPARTMENT.

Assistant Surgeon E. A. Lawrence acted as Civil Surgeon at Jacobabad from the 12th March last, the date on which he assumed charge of the office from Dr. McDougall.

Assistant Surgeon J. Davidson, M.B., has performed the duties of Assistant Civil Surgeon, Poona, from the 10th April 1869.

Surgeon R. Dick, M. D., 17th Regiment Native Infantry, performed the Civil Medical duties at Kolapoor from the 5th to the 18th March, and from the 23th June to the 31st July last, in addition to his own duties.

Assistant Surgeon W. C. Kiernander, on general duty at the presidency, and in temporary medical charge of the Civil duties at Tanna, has performed the duties of the Acting Civil Surgeon at that station from the 1st May last.

GENERAL ORDERS BY THE GOVERNMENT OF INDIA.

(*Gazette of India*, Sept. 4.)

LEGISLATIVE DEPARTMENT.

His Excellency the Viceroy and Governor General has been pleased to accept the resignation by the Hon'ble Sir George Couper, Bart., C.B., of his seat in the Council of the Governor General for making Laws and Regulations.

HOME DEPARTMENT.

Mr. Donald Grant Macleod, B.A., LL.B., Barrister-at-Law, to be Judge of the Small Cause Court at Rangoon.

The Governor General in Council is pleased to extend the provisions of Act III. of 1864 to the Province of British Burmah. The Governor General in Council is also pleased, under the provisions of Section 1 of Act III. of 1864, to invest the Chief Commissioner of British Burmah with the powers conferred upon a local Government by the said Act.

Lieutenant E. A. Pemberton, Officiating Assistant Commissioner, 2nd Class, in the Central Provinces, to officiate as Registrar of the Judicial Commissioner's Court in those Provinces, during the absence on leave of Mr. Drysdale, or until further orders.

FOREIGN DEPARTMENT.

Captain E. D. Gomperz, Officiating Cantonment Magistrate of Bangalore, has passed the examination in Canarese according to the test prescribed for officers of the Mysore Commission.

Mr. E. Hewetson, Assistant Superintendent of Police in the Bangalore District, has passed the examination in Canarese, according to the colloquial test prescribed for officers of the Police Department in the Province of Mysore.

Mr. W. C. Midwinter, Assistant Conservator of Forests of the 3rd Grade in British Burmah, to officiate as an Assistant Commissioner of the 3rd Grade in that Province in the room of Ensign J. Butler.

MILITARY DEPARTMENT.

Lieutenant Henry Wilberforce Clarke, of the Royal Engineers, is permitted to proceed to Europe on leave of absence, on medical certificate, for twenty months.

Veterinary Surgeon James Quallett, in charge of Government horses at Ferozepore, is allowed furlough in India on private affairs for two years from the date of his quitting his station.

HYDERABAD CONTINGENT,
1st Infantry.

Assistant Surgeon C. E. McVittie, of the 6th Infantry, to the medical charge, vice Assistant Surgeon P. J. Shannon, M.D., deceased.

4th Infantry.

Surgeon H. Crocker, M.D., of the 5th Infantry (now on leave to Europe), to the medical charge, vice Surgeon C. T. Eves, appointed to the 6th Infantry.

Assistant Surgeon H. Hyde, to officiate in medical charge during the absence on leave to Europe of Surgeon H. Crocker, M.D., or until further orders.

5th Infantry.

Assistant Surgeon J. F. Sargent, to the medical charge, vice Surgeon H. Crocker, M.D., appointed to the 4th Infantry.

6th Infantry.

Surgeon C. T. Eves, of the 4th Infantry, to the medical charge, vice Assistant Surgeon C. E. McVittie, and to continue to officiate in medical charge of the 3rd Cavalry, during the absence on leave to Europe of Surgeon J. G. Reed, M.D., or until further orders.

Assistant Surgeon L. C. Nanney, of the Madras Medical Department, to officiate in medical charge, during the period Surgeon Eves may officiate with the 3rd Cavalry, or until further orders.

PUNJAB FRONTIER FORCE.

1st Punjab Infantry.

Jemadar Mahomed Kurreem Khan, promoted to Subadar from 1st July 1869, vice Peer Bux, transferred to the Bhawulpore Contingent.

Havildar Meer Khoorshaid, promoted to Jemadar from 1st July 1869, vice Mahomed Kurreem Khan, promoted.

4th Punjab Infantry.

Jemadar Sabah, promoted to Subadar from 1st July 1869, vice Boota, transferred to the Bhawulpore Contingent

Havildar Boghail Singh, promoted to Jemadar from 1st July 1869, vice Sabah, promoted.

Captain J. M. Heath, of the 20th Hussars, Officiating Brigade Major, is appointed to be a Brigade Major on the establishment, in succession to Captain C. W. R. Chester, who vacates his appointment on the Brigade Staff.

Lieutenant-Colonel (Brevet Colonel) G. M. Hill, of the Bengal Staff Corps, Military Accountant, Bengal, is allowed leave of absence from the 30th September to the 30th November 1869, in extension of leave on medical certificate, to remain at Simla.

His Excellency the Governor General in Council is pleased to sanction the appointment by the Government of Bombay of Lieutenant-Colonel J. Thacker, Bombay Staff Corps, Deputy Assistant Commissary General, to officiate as Examiner of Commissariat, Barrack, and Clothing Accounts at Bombay, during the absence of Major Grey, on furlough to Europe, or until further orders.

PUBLIC WORKS DEPARTMENT.

Mr. G. Latham, Executive Engineer, 3rd Grade, is transferred from Madras to Bengal.

Mr. G. F. J. Hood, Executive Engineer, 4th Grade, Oudh, is permitted, at his own request, to resign his appointment in the Public Works Department.

Lieutenant G. G. C. Bigsby, R.E., Executive Engineer, 4th Grade, Central India, has been transferred from the Mhow to the Jhansie Division of Public Works.

Colonel F. H. Rundall, R.E., Chief Engineer, 2nd Class, and Joint Secretary to the Government of Bengal in the Public Works Departments, Irrigation Branch, is promoted to the rank of Chief Engineer, 1st Class, with effect from the 11th August 1869.

Mr. W. C. Gilby, Accountant, 4th Grade, Mysore, is permitted to resign his appointment in the Public Works Department.

Mr. D. M. Chalmers, Accountant, Public Works Department, Central India, is reduced from the 3rd to the 4th Grade, and transferred to the Punjab. This cancels Notification No. 172 of 1869.

Mr. James Collet, C.E., is appointed a Superintending Engineer on the Punjab Northern (State) Railway, with effect from the 7th July 1869.

GENERAL ORDERS BY THE COMMANDER-IN-CHIEF IN INDIA.

Head Quarters, Simla, 28th August 1869.

Local rank is assigned to the undermentioned Officer :—

49th Foot.—Captain R. D. Astley to be Major, from the 20th of April 1869.

Head Quarters, Simla, 30th August 1869.

The Commander-in-Chief is pleased to make the following appointments :—

17th Bengal Cavalry.—Captain T. B. M. Glascock is permitted to retain the appointment of Adjutant, on promotion to the rank of Captain Dated 23rd August 1869.

26th Native Infantry.—Ensign W. M. Meacham, 41st Foot, a candidate for the Staff Corps, to be 2nd Wing Subaltern, on probation, vice Wyllie, transferred to the 2nd Goorkha Regiment. Dated 24th August 1869.

28th Native Infantry.—Captain G. S. Hills is permitted to retain the Adjutancy, on his promotion to the rank of Captain. Dated 23rd August 1869.

35th Native Infantry.—Major G. C. Rowcroft, Wing Officer, to officiate as 2nd in Command, vice Wheler, on furlough. Dated 24th August 1869.

Lieutenant F. W. Nicolay Quartermaster 35th Native Infantry, to be Adjutant, vice Bunbury, who resigns the appointment. Dated 24th August 1869.

Captain H. F. Bunbury, General List, Infantry, to officiate as Wing Officer, vice Rowcroft, Officiating as 2nd in Command. Dated 24th August 1869.

Lieutenant L. R. Battye, Staff Corps, lately employed in the Foreign Department, is attached to the 38th Regiment Native Infantry, and directed to join.

With the sanction of Government, Lieutenant M. W. Kelly, 41st Foot, a probationer for the Staff Corps, and 2nd Wing Subaltern 41st Native Infantry, is remanded to Regimental duty.

The undermentioned Officers are reported by the Board of Examiners, Fort William, to have passed the prescribed test in Punjabee, on the 20th ultimo.

Cornet H. S. Williamson, 5th Lancers, 2nd Squadron Subaltern 5th Bengal Cavalry.

Lieutenant J. Davidson, Staff Corps, 2nd Squadron Subaltern 3rd Punjab Cavalry,

Under instructions from the Horse Guards, Surgeon W. L. Farmer, recently appointed to the 95th, but at present doing duty with the 55th Foot, is directed to proceed and join his corps at Mhow, in the Bombay command.

SHIPPING.

DAILY FREIGHT REPORT—5TH SEPTEMBER

London	Cotton	£1 12s. 0d. to £1 12 6 Nominal
	Cases	£1 15s. 0d. to £2 0s. 0d. "
	Seeds	£1 2s. 6d. to £1 5s. 0d. "
	Iron Ships Cotton	£1 2s. 6d. to £1 5s. 0d. "
Liverpool	Wooden Ships "	£1 2s. 6d. to £1 5s. 0d. "
	Myrabolms & Coir bells	£0 18s. 0d. to £0 18s. 6d.
	Seeds	£0 15s. 0d. to £0 17s. 6d.
	Cotton	£2 0s. 0d. Nominal.
Havre	Coffee	Nominal
Overland	Steamers	£3 10s. 0d. to £3 15s. 0d
China	Steamer Cotton	Rs. 10 per bale.
	Opium	Rs. 25 to 30 per chest.
	Sailing Ships	Nominal
Calcutta	Salt	Rs. 2 8 0 to 2 12 0 per ton.
Calcutta to Bombay		Rs. 13 to 14 and Calcutta Port Charges
Mauritius		8 annas per bag nominal.

ARRIVAL.

Sept	Vessel.	Commander.	From.
9	Norna (s)	Macnamara	Hongkong, Aug. 10.

The steamer General Outram, for entch Mandvi, began to load yesterday.

CALCUTTA.

ARRIVAL.

Sept. 4 Aleppo ..... Fleming ..... Tandemansar, Aug. 25

DEPARTURE.

Sept. 4 City of Seringapatam. ..... —

MADRAS.

ARRIVALS.

Sept. 2	Moultan (s)	Beasley	Calcutta.
	Hipparchus	McIntyre	Rangoon.
3	Punjaub (s)	Parker	N. Ports.
	Dupey de Lome	Aubert	Pondicherry

DEPARTURES.

Sept. 2	Ethiopia (s)	—	S. Ports.
3	Moultan (s)	—	Galle.

COPPER-PLATE PRINTING, ENGRAVING, &c.—VISITING CARDS, Invitation Cards, Wedding Cards and Envelopes, Cheques, Bills of Lading, Office and Bank Seals, Seals for Stamping Envelopes, &c., engraved to order, and at moderate prices. Specimens may be seen at the Office of the "Bombay Gazette" Press.

ADVERTISING AT RAILWAY STATIONS.

THE Proprietor of the "Bombay Gazette" Press having leased (among other privileges) from the Great Indian Peninsula Railway Company, and the Bombay, Baroda, and Central India Railway Company, the exclusive right of advertising at all the Railway Stations belonging to these two Companies, is prepared to contract with parties desirous of posting Notices or Advertisements on the lines.

The announcements may be in English or in any of the Native languages.

The advantages which Railway Stations present as a means of bringing intimations of all kinds before the public have been demonstrated in England by the extensive use which is made by Advertisers, of every station, great and small, along ever line in the United Kingdom.

Insurance Companies, Shipping Companies, Hotel Keepers, Merchants, Traders, and others who wish to force their business on the notice of the public, all alike value the privilege of Railway Station Advertising.

There is no reason why the privilege should not be also specially valuable to Advertisers in India. Looking to the great and increasing number of Native Railway passengers on the two trunk lines of Western India, native merchants, traders, &c., seeing that they have the privilege of advertising in their own language), Advertisers would find the publication of their announcements at Railway Stations a decided means of extending their business.

Placards, according to the taste of Advertisers, may be printed at the "Bombay Gazette" Press.

Advertisers can select the Stations, on either line, at which they wish their Placards posted, and may advertise for any period hat may be agreed on. The charges have been fixed on an extremely moderate scale to encourage Advertisers to make a liberal use of the new means now offered of making announcements known to the public.

Terms of Advertising may be learned on application to the Manager, "Bombay Gazette" Press

"Bombay Gazette" Press, 1868.

Now ready,

THE INDIAN TRAVELLERS' GUIDE FOR SEPTEMBER.

PRICE—EIGHT ANNAS.

CONTAINING the latest alterations in the time of running of the Trains on the various Lines of Railway, including the Local Trains between Bombay and Bandora, on the B. B. and C. I. and G. I. P. Lines, Steamer time tables, in addition to a large amount of interesting and useful information to travellers.

The GUIDE, having a large circulation amongst travellers, by rail and otherwise, is a most effective medium for advertisements.

CONTENTS.

New Map of India.
Index to Railway Stations.
Index to Places by Steamer and Dak.
Introduction.
Railway Time Tables :—
Great Indian Peninsula Railway.
Bombay, Baroda, and Central India Railway
Jubbulpore Extension Railway.
Scinde Railway.
Punjaub Railway.
East Indian Railway.
Eastern Bengal Railway
Calcutta and South Eastern Railway
Great Southern of India Railway.
Indian Branch Railway
Delhi Railway.
Umballa Section of ditto.
Madras Railway.
Steam Navigation Companies :—
P. & O. Co.
Bombay and Bengal S. S. Co.
Messageries Imperiales.
Austrian Lloyds.
Euphrates and Tigris Steam Navigation Company
British India Steam Navigation Company.
Bombay Coast and River Steam Navigation Company.
China Steamers.
Indus Steam Flotilla.
Punjaub Steam Flotilla.
Irrawady Flotilla.
India General Steam Navigation Company
Dak Companies :—
Agra and Nassick Mail Carts.
Bombay and Central India Transit Agency
North Western Dak Company.
Inland Transit Company.
Purneah and Darjeeling Transit Company
David's Horse Carriage Dak.
Delhi and Umritsur Dak.
Punjaub and North Western Company.
Commercial Transport Association Company
Authorized rates of Carriage in the Punjaub
Victoria Horse Dak.
Oudh Horse Dak Company.
Routes by Steamers
Routes in the Bombay Presidency, &c.
Routes in the Central Provinces.
List of Travellers' Bungalows along the Trunk Roads of Western India.

May be had at all Railway Stations and of the following

AGENTS :

Bombay and Poona :—Messrs. Chesson and Woodhall
Bombay :—Messrs. Thacker, Vining & Co.
Poona :—Messrs. Treacher & Co.
Alexandria :—Messrs. D. Robertson and
London :—Mr. G. Street, 30, Cornhill.

MR. A. MENIST,
OCULIST OPTICIAN,
FROM AMSTERDAM AND LONDON,
ADELPHI HOTEL, BYCULLA,

RESPECTFULLY announces his arrival in Bombay; and begs to introduce his Newly Invented Spectacles, which are peculiarly adapted to the Indian climate.

TESTIMONIALS.

FROM NUSSERWANJEE MANOCKJEE WADIA, Esq.

I have much pleasure in testifying that Mr. A. Menist has supplied me with Spectacles which I have found to suit me much better than any I have hitherto been able to obtain.

Bombay, 31st July, 1869. N. M. WADIA.

FROM SORABJEE JAMSETJEE JEEJEEBHOY, Esq.

A. MENIST, Esq., Optist,
Adelphi Family Hotel, Byculla.

DEAR SIR,—It gives me great pleasure to add my testimony to the thousands you have already acquired from the best of judges of the profession which you represent for introducing Glasses upon an improved principle for the use of persons of impaired sight.

My good wife was suffering from this complaint, and the worst of it was she could not procure a single pair of Spectacles to suit her eyes. She tried many, but after the use of them for a few moments they were rejected, as they instead of remedying the evil made it the more worse. Fortunately for me I formed your acquaintance and introduced you to Mrs. Sorabjee. The pair of Spectacles you gave her have suited her so comfortably, that since she has commenced wearing them she has become so much enamoured with them that she scarcely desires to put them aside for a single moment. I, therefore, without the least hesitation would proclaim to the sufferers from defective sight, &c., &c., "to apply at once to Mr. Menist, Optician, Adelphi Family Hotel, Byculla, if they are inclined to have their sight improved."

Wishing you every success in your profession in this strange land,—Believe me to be, yours very faithfully,

SORABJEE JAMSETJEE JEEJEEBHOY.

Breach Candy Road, 22nd May, 1869.

Just Published,

NOTES of a VISIT to SOMNATH, GIRNAR, and other places in KATHIAWAD. Reprinted, with additions, from the "Bombay Gazette." 16mo., 60 pages. Price Re. 1.

"Bombay Gazette" Office; and may be had also of Thacker, Vining, & Co., and of Chesson & Woodhall.

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

MARRIAGE.

KNIGHTLEY—PERRET—September 2nd, at St. Thomas's Cathedral, by the Rev. T. C. Wilson, Edward Knightley, Esq., Quarter Master Royal Fusiliers, to Ellen, widow of the late L. E. Perret, Esq., of Neuchatel Switzerland, and third daughter of William Walker, Esq., of South Yarra, Melbourne, Australia.—No cards.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

Bombay Gazette Office, Bombay.

The Bombay Gazette

FRIDAY, SEPTEMBER 10, 1869.

IF it is rare to meet with an impartial book on any subject, it is still more rare to meet with one on the Central Asian, or, as it is now called, the Russo-Indian Question. The quietists, some of them wise, some very foolish; and the alarmists, to whom the same criticism applies, have, without the least intending it, done their worst to perplex the public. To generous minds, glowing with a love of country, Russophobia seems as natural as measles, and few have not passed through it. There is more hope for them than for the quietists, because the latter are too often either dull and conceited, or good people given to optimism and sentiment. The alarmist errs from excess, the quietist from defect; the first sees too much, the second cannot see at all. As a perception of the value of proportion gains upon the alarmist he gradually forms sounder judgments; but the quietist, often too much of a humanitarian, or too self-satisfied, or too obtuse, either persists in his opinions or modifies them without being conscious of the change.

We do not know whether Captain Trench was ever a Russophobist, but we do know that he has produced a singularly impartial and useful book entitled "The Russo-Indian Question." Very rarely, indeed, have two sides to a question, or for that matter three, been stated with greater care and fairness; and we commend the little volume to all those who desire to see the history of the question, in little, its present, and probable future aspects. And it ought to do the quietists, even the dull ones, a great deal of good, and enable them to see the realities and potentialities of the Russian position in Central Asia. The alarmists also will perhaps calm down a little when they consider the actual extent of the new political force imported into the Eastern Question by the striking progress which the Russians have made since 1857. To both sides, but especially to the quietists, Captain Trench's chapter entitled "Strategical Aspect of the Russo-Indian Question," ought to be of the greatest use. We welcome it heartily, as a powerful corroborative support of the line on this subject which we have always taken up.

It is necessary to observe that there are two questions which should be always, but are not always, kept separate. One is the feasibility of an invasion of India by Russia; the other is the use which Russia may make of her Central Asian position. The first may be classed in the category of those military questions, which are very interesting, but not so much to the purpose as the second, which is essentially practical and present. At a fitting time we are ready to debate the first; but the business of the day lies with the second; and it is to the sober testimony of Captain Trench on that head we now direct attention. The great and admitted defect in the position of Russia at present is the remoteness of her forces in Central Asia from the sources of supply. Despite this defect, however, she has contrived not only to seize fast hold of the valley of the Jaxartes, but to thrust her military and political arm as far south as Samarkand, and she has thus acquired virtual supremacy up to the left bank of the Oxus. Feeling every hour the fetters of very imperfect and lengthened lines of communication, she is now endeavouring to supply the want, and to bring her Central Asian forces nearer to Moscow in point of time. In order to accomplish this object Russia is pushing her railways to a point low down on the Volga, so that there may be full and easy communication with the Caspian. Moreover, she has surveyed and contracted for a railway across the desert separating the Caspian from the sea of Aral. Once arrived on its western shore at Tchernikeff Bay, she has secured an unbroken, but not, at present, always an easy water way up the Jaxartes to Khodjend. Captain Trench gives the details of these schemes, and for them we refer the reader to his pages. He considers that the work will be accomplished in five years—probably a sanguine estimate—but there is reason to believe that they will be finished in ten. Now it is obvious that with free steam communication on land and water between the heart of Russia and the valley of the Jaxartes, the actual might of Russia in Central Asia will be quadrupled. In fact Russia herself will be present on the Oxus. Nor does this represent the whole of her efforts. The railway from Poti to Baku on the Caspian, brings the Russian army in the Caucasus within reach of Turkistan. Observe these lines of communication, when completed, will be as secure as the road from St. Petersburg to Moscow. Having these facts before him we do not wonder that Captain Trench should dissent from the dictum of Sir Vincent Eyre who has said that the position of Russia in Central Asia must necessarily, "for generations to come," be very far from secure. "The real fact seems to be," says our author, "that in half a dozen years or so the transport of troops and munitions of war between Moscow and Samarkand will be as safe and as quick as at present it is between London and Bombay, as a month will in each case suffice for a journey between either of these points. And here is the fair inference:—"It can hardly be doubted that, as far as means of transport and locomotion are concerned, Russia even if her Turkistan frontier remains in *statu quo*, will, a few years hence, have no difficulty whatever in concentrating, with safety and expedition, a large force at Samarkand, or even some eighty-five miles further south, at Karshi which is the most southerly point the Russians have yet reached." Add to this the fact that almost immediately Russia will have the means of landing an army at Astrabad, and say what we are to think of the "phantom" theory?

What will Russia do with her power? No one, not even the Russian Government, could answer the question. The real practical question is—*what is in her power?* That it will be within her power, at a critical moment, to seize Herat, is the opinion of Captain Trench, well-sustained by sober fact and argument. But whether she does that or not, she can always, henceforth, use her Central Asian position to influence the settlement of the Eastern Question as it affects Europe. By putting an army of observation on her Turkistan frontier, Russia, as Captain Trench remarks, would "try England in her weakest point—the numerical strength of her English troops—inasmuch as it would force her to keep an enormously increased English force in the Punjab. This obligation would obviously diminish the already small force with which she could take the field in any European campaign. In fact, in such a case, England's right hand would be in a great measure tied. This being so, it is obvious that the stronger the position of Russia in Central Asia the higher will be the tone she will be able to assume in any question of European diplomacy." Who can doubt it? These are views we have from time to time maintained, and we rejoice to see them so ably put before the home public. Further consideration of some points in this timely volume we reserve for a future paper.

SIR GEORGE COUPER, BART., has resigned his seat in the Legislative Council of India.

WE observe that the Governor of Madras is expected to leave Madras on Wednesday the 15th of this month, and not to return to the presidency town until the beginning of November.

THE Madras papers announce the death, on the night of Thursday last week, at the General Hospital there, of Lieutenant Samuel M. Spry, R.N., of H. M's ship Cossack, aged 28 years. He died of dysentery.

THE Act (XIX. of 1869) to facilitate administration to the estates of deceased British subjects in the Hyderabad Assigned Districts received the assent of His Excellency the Governor General on the 3rd September.

MR. WILLIAM HOBART KERR, late of the Madras Civil Service, who retired on an invalid pension in 1867, while Commissioner of Coorg, is about (says the "Madras Mail") to return to this presidency in the capacity of a Jesuit missionary. Mr. Kerr is the eldest son of Lord Henry Kerr, by the daughter of the Hon. General Sir Alexander Hope, G. C. B., and is a cousin of the present Marquis of Lothian. Lord Henry Kerr, while rector of Dettisham, Devon, went over to the Church of Rome.

We publish in another column Mr. Dosabhoy Framjee's report on the collection of the Imperial Certificate Tax during the year ending 30th April 1869. The results, we daresay, will appear as satisfactory to the

BOMBAY BENCH OF JUSTICES.

On Wednesday afternoon, a special general meeting of the Justices of the Peace for the city of Bombay was held in the Durbar Room, Town Hall. There was a good attendance of Justices, and Mr. Scoble, chairman of the Bench, presided.

The minutes of last meeting having been read and approved,

Mr. Sorabjee Shapoorjee Bengalli said that by the Act all contracts, as soon as accepted by the Municipal Commissioner, should be notified to the Bench with full particulars, and he asked the Commissioner whether all the contracts had this year been placed before the Bench, as required by the Act.

Mr. Crawford said the contracts for the current year had only terminated within the last three months. One had been brought to him just that day for signature, and it would be placed before the committee in the usual manner, but all contracts which should have been notified to the Bench had been laid before the Justices. None whatever had been kept back.

GOVERNMENT RESOLUTION.

The Chairman said the first business was Government Resolution No. 1,608, dated 7th July 1869, stating that Government would await the result of the inquiries referred to in the letter from the Clerk of the Peace, dated 24th June—the letter relating to the appointment of committees to investigate the various matters which the Bench had desired should be investigated by a Government commission. It would simply be necessary to record the resolution.

The resolution was recorded.

MUNICIPAL FUNDS FOR EDUCATIONAL PURPOSES.

A letter from the Director of Public Instruction, soliciting a permanent yearly assignment of Rs. 10,000, to be raised to Rs. 50,000 by degrees, for native primary education in the city of Bombay [which has already been published] was then read.

After some remarks from Mr. Nowrojee Furdonjee, Mr. K. M. Chatfield, and Dr. Dallas,

Mr. Crawford said he thought the best thing to do would be to move a resolution for the insertion of a clause into the Draft Municipal Act authorising the expenditure of money from municipal funds for such purposes,—(hear, hear,)—and in the meantime he would propose that the sum of Rs. 10,000 be put into the next budget for native primary education. (Hear, hear.) He did not know who was to take action against them for such a thing, unless it was themselves; and if a large meeting like the present voted this sum there would be nobody to take action against them.

Mr. T. Ormiston thought it very right to give money for educational purposes, though he confessed the vernacular was more a nuisance than anything else—(laughter)—but he protested against spending money when they knew it was illegal.

Mr. Dossabhoy Framjee thought that the Bench of Justices ought to take immediate action. They might obtain a short legislative enactment, but he would at once propose that the Municipal Commissioner be requested to include in his next budget—to be brought forward in October next—a grant for Rs. 10,000, and they should continue to pay this grant until an injunction was obtained from the High Court to restrain them from doing so—a step which no one would take. (Hear, hear.)

The Chairman said he hoped the Justices would not be carried away by their feelings on this subject. He had had the honour three years ago to make a motion for a grant of Rs. 10,000 for primary education, and unless the Bench had been seized in the following year with a desire for taking counsel's opinion on every question which came before it, the grant might have been continued up to this time, and no one would have found fault with them for making it; but Council having advised, that according to the strict construction of the Act they were not entitled to grant money for such a purpose, the Bench would, he thought, be acting very wrongly indeed if it were to say, with Mr. Crawford, that they might as well be hanged for a sheep as for a lamb. (Laughter). They had had enough of hanging, and he objected to any more. A much more straightforward course would be to adopt the suggestions of the Director of Public Instruction and ask Government to pass a short Act enabling the Municipality to expend part of its income on education in Bombay, and appoint a small committee to act in concert with the Director of Public Instruction as to the best means of applying the money. Meanwhile to pay any money without Legislative authority would be very wrong indeed. He regretted exceedingly the withdrawal of the grant which was formerly made, because from the manner in which it was spent there could be no doubt that if the grant had been continued, and increased year by year, as the Bench found itself able, the Justices might have pointed to a rising generation of well educated boys and girls, instead of the small number of 13,000 who appeared to be getting any education at all. He did not think such a state of things was creditable to the Bench, but they should not be led away by their feelings to do what was not legal. He would therefore propose—"That the Commissioner be requested to apply to Government to pass a short Act to enable the Municipality to devote a portion of its funds to educational purposes, and that the following gentlemen be appointed a committee to consider, in concert with the Director of Public Instruction, the best means of applying such funds:—Mr. Chatfield, Mr. Nowrojee Furdonjee, Mr. Bala Mungesh Waglé, and Dr. Atmaram Pandoorung."

Mr. James Taylor thought a clause might be inserted in the Municipal Act at present under revision, giving them the necessary power. It seemed to him quite absurd to ask a special Act for such a purpose.

The Chairman said they might get a short Act passed quickly, whereas if they had to wait till a Municipal Act of 400 or 500 sections was passed, they might have to wait some considerable time, and he was certain they all wished to avoid delay.

Mr. Ormiston asked if the grant to the Victoria Gardens was illegal.

Mr. Crawford—There is no legal advice to that effect. (Laughter.)

Mr. Chatfield withdrew his motion in favour of that of the Chairman, and requested that his name might not be added to the gentlemen forming the committee, as he could hardly report on the proposals of his superior officer.

Mr. Chatfield's name was then deleted, the Chairman's motion was seconded by Mr. Janardhun Succaram Gadgil and carried—the committee consisting of Mr. Nowrojee Furdoonjee, Mr. Bala Mangesh Waglé and Dr. Atmaram Pandoorung.

THE CHECKING AND AUDITING OF MUNICIPAL EXPENDITURE.

The report of the committee appointed to consider and report how the present system of checking and auditing the municipal accounts might be improved was then laid on the table. As the report had been circulated to the Justices, it was considered unnecessary to it read at the meeting.

Mr. Narayen Wassodew said he regretted that Mr. Chapman was unavoidably absent, but Mr. Chapman's views of the best means for improving the system of checking and auditing the municipal expenditure were so well set forth in the report that he need say very little to recommend it to them. It was proposed that the Controller should submit to the Bench monthly cash accounts of all transactions, which would enable the Justices to check the various items of municipal expenditure and disbursements. The Controller would be required to open each cash account before it was submitted to the Bench with a credit or debit balance, as the case might be, and to close it with a corresponding entry. The necessity for, and the advantages of, such a principle being introduced into their accounts had been so well dwelt upon in the minutes of evidence taken before a parliamentary committee attached to the report in Appendix B, that he need only mention that the principle had been recognised in the framing of public accounts both in India and in England. It would prevent such differences as had arisen and had been under discussion between individual members of the Bench and the Commissioner. It was suggested that whenever any new work was to be sanctioned the executive officer placed in charge should only submit his estimates for the actual cash requirements for the year. Under the present system, when once an assigment of a grant was made by the Bench the account remained open for several years, the expenditure continued, and the Bench virtually had no control over it; but he thought that if the suggestions now made were adopted,—and he trusted they would be unanimously adopted,—the unexpended portion of any grant would lapse at the end of the year, and revert to the Bench for further appropriation. These suggestions, if carried out, would, he thought, give the Bench an effective control over the municipal finances as it was possible for it to exercise. He would now move,—"That the report of the committee appointed by the Bench to consider how the present system of checking and auditing municipal expenditure be adopted."

Captain Hancock said he was about to propose a resolution to the same effect as that just proposed by Mr. Narayen, and he supposed it did not much matter which of the motions was carried. The arguments of the committee in favour of adopting the system they recommended were very conclusive, and he supposed the Bench would be unanimous in proposing that the suggestions should be carried into effect. The motion he was about to propose was as follows:—"That the principle of accounting recommended by Mr. Chapman's committee be adopted from 1st January 1870, and that the Municipal Commissioner be requested to frame his budget in accordance with it, and the Controller to issue the necessary orders for the preparation of the accounts in the forms shown in Appendix A."

Mr. Ormiston said he was rather surprised to find that Mr. Maidment had nothing to say about this subject, and as he had been the executive officer of the Municipality with regard to accounts for some years it would be desirable to know whether Mr. Maidment approved of the recommendations of this committee or not. He would also add that he believed they might do anything they liked with forms of accounts, and yet unless they had a good executive officer to look after the accounts the system would be worthless.

Mr. Maidment said he had been at several meetings of the committee and had been consulted as to the forms. He thought there would be no difficulty in working these forms.

Mr. Graviston—That is not so much the question; but are they the best which you, from your experience, can suggest?

Mr. Maidment—I think so.

Mr. Sorabjee Shapoorjee Bengali said he agreed generally with the report of the committee now before the Bench, but there was one portion which he must say required one or two remarks, and that was with reference to the principle of the accounts—that whatever was received and whatever was paid between the beginning and the end of the year should be treated as the income and expenditure for that year and not for any other year. His impression was that Mr. Chapman intended to have the municipal accounts framed on the principle of the Government accounts, but one thing had been overlooked, viz., that when money was due by Government it was paid immediately, whereas the money due by the Municipality was sometimes not paid for months and months. Suppose that—as was the case at the end of last year—a large amount of money was due at the termination of the year, and they took the actual payments, they would find the accounts would show that they had spent so many lakhs less than had really been spent.

Mr. Foggo said there would be no real difficulty in what Mr. Sorabjee had spoken about, if all anticipated receipts, whether in arrears from the previous year or for the present year, were budgeted for, and all payments, whether due for previous years or for the present year, were also budgeted for. If that principle were followed there would, in his opinion, be no difficulty, for no account would then stand over from the close of the year.

Mr. Sorabjee said that if Mr. Crawford would assure them that that was to be done his mind would be clear on the subject.

Mr. Crawford said it was the intention to do as Mr. Foggo had pointed out.

Mr. Russel Aitken said he thought the rates accepted in all contracts should be published. He also considered that it would be well if a clause were entered in the new Municipal Act rendering the heads of departments responsible for the expenditure in their department.

Mr. Ormiston did not think the rates accepted should be published. No institution, but work-houses, which published the rates for beef, bread, &c., (laughter) ever thought of doing such a thing.

Mr. Crawford said that as to the responsibility of subordinate officers, he would just read one or two paragraphs from a circular on the subject which he had just issued to heads of departments. First,

"Your *originat budget estimates, signed by you*, will be published with the Commissioner's budget, in which he will state his reasons for any modifications he may deem it necessary to make.

"In this manner your responsibility for preparing correct and careful estimates will be directly recognised.

"On the other hand the Commissioner will take upon himself the responsibility of curtailing your estimates; and, finally, the Justices will sit in judgment and be responsible for the sufficiency of votes granted by them on the evidence before them.

"The budget grants, once made by the Bench, *must be adhered to*—the necessity for unforeseen expenditure (which cannot be legitimately provided for by transfer) being promptly brought to the notice of the Bench or the Finance Committee through the Commissioner, and no expenditure incurred in anticipation at least of the conditional approval of the Finance Committee.

"It must be distinctly understood that only in extreme cases will any application for extra grants be submitted to the Bench in the course of the year."

In the same circular he drew attention to a paragraph of Mr. Chapman's committee, in which it was said—

"The Controller's circular No. 125, of the 29th January 1869, is all that can be desired, and we can only say that after that circular, any wilful disregard of the limits of expenditure by any head of a department should be visited with the severest displeasure of the Bench, and, if necessary, the pecuniary responsibility enforced, by making the offender personally liable for the moneys so expended."

That, he thought, provided in the first instance in very explicit terms for the responsibility of the subordinate officers preparing their estimates, and brought their estimates before the Bench, making them directly and personally responsible to the Bench for keeping within their budget grants. He would only add that these rules would be strictly enforced.

Mr. W. M. Wood said the explanation just given showed that the arrangement was as nearly perfect as required, but he thought they should not lose sight of the considerations that the machinery devised by the committee had to be worked. The monthly abstracts seemed to point to some monthly meeting of the Bench or the appointment of a large committee, and it appeared that that seemed something of that kind was established they would be no further advanced than on receiving the report of the committee in 1867. He wished to draw the attention of the Chairman to the matter so that he might see whether the committee that was revising the constitution of the Municipality might not consider the appointment of a committee as in corporations at home to cope with all questions. The accounts must be checked in some way or else they would be of no use, and he thought it would be impossible to have monthly meetings of the Bench—for they all knew the number of its members had been the cause of much of the difficulty in working these matters.

Commodore Robinson said the Bench would be well protected if paragraph 8 were carried out and all actual receipts and disbursements only were shown in the accounts of the current year. As to Mr. Wood's remarks he thought also that paragraph 24 sufficiently provided for a control of the accounts—the Controller, not the Bench itself, had to do with that, and it was certainly the duty of the Controller, if he found anything not attended to, to bring it to the notice of the Bench. (Hear, hear.)

Mr. Nowrojee Furdonjee then made a long speech, quoting from the report regarding the Controller, speaking of his own proceedings to prove that the Controller's duties had been insufficiently discharged, and suggesting that as the giant strength of the Municipal Commissioner (laughter) required an independent Controller, it was desirable to invest the duties of Controller in some independent officer unconnected with the Municipality, such as the Controller of Public Works Accounts or the Accountant General.

Dr. Joynt thought that a great deal of what had been said by Mr. Nowrojee showed that Mr. Maidment was not at all events given to grumbling or raising difficulties. (Laughter.) He did not know whether or not it was the Latin that caught Mr. Nowrojee's eyes: (laughter);—the Committee insisted that the Controller should be the Commissioner's *alter ego*, Mr. Nowrojee would examine together and have him most decidedly *alter*. (Laughter.) As in former discussions there had much personal pique, so much that looked like mere personality in the discussions, that he thought the Bench should show its determination to have no more of such personalities.

Mr. Nowrojee (excitedly)—I have eschewed personality sir,—I disclaim all personality—(cries of order, order),—I have argued the matter on public grounds. (Order, order.)

Dr. Joynt—We are all fallible creatures and scarcely know our own motives. A Commissioner is not made in a day, nor is a Controller either. It requires years of experience to make them what perfection would expect. (Hear, hear, and laughter.) The Commissioner sees the errors of the past, and so also does Mr. Maidment, and I am sure they will take care in the future to avoid the shoals and sandbanks which they have found troublesome in the past. There has been a great deal of most objectionable personality—(hear, hear, and applause)—and the Bench has most admirably asserted its disapproval of it. If there is anything to be brought forward, could it not be better that malignity, raised to its second power by rancorous involution, should come at once forward and disgorge its worst and let us have done with it—(laughter),—but this chronic nagging—(laughter)—in this debilitating weather, and so on, is enough to knock one up. (Laughter.) I suggest that there should be a marked sense displayed of the Bench's displeasure at any attempt to import personalities of this kind in future. (Applause.)

Captain Hancock's motion for the adoption of the report was then carried, and on the motion of Mr. Taylor, seconded by Mr. Hurjeevundas Madhowdas, the best thanks of the Bench were voted to the committee for their report.

VALUATION OF MUNICIPAL PROPERTY.

Captain Hancock moved, Mr. Dossabhoy Framjee seconded, and it was agreed—"That a committee of the Bench be appointed to value the real property of the corporation with a view to an entry thereof in the books for the coming year, and that the following gentlemen be requested to serve:—Messrs. Narayen Wassodew, John King, Nusserwanjee Chandabhoy."

THE FINANCIAL YEAR.

Mr. Dossabhoy Framjee moved the following, which had been suggested by the report of the committee, to get rid of the difficulties experienced in adjusting the municipal accounts, especially with Government:—"That Government in the Legislative Department be moved to pass a short Act declaring the municipal year of account to be the financial year ending 31st March instead of the present calendar year."

Mr. Crawford seconded the motion and mentioned a reason which he thought more important reason than that as to adjusting with Government. At present the year closed at the end of December, right in the middle of the working season, so that the charges for work had to be put in two years' accounts. By the proposed alteration the whole would be dealt with in one account and then the budget would be brought forward in January—a time when Bombay was full and habitable, when people were not running away up-country, and when the Justices would be able to consider it.

Mr. Taylor failed to see the force of Mr. Crawford's arguments, and could foresee only that, should the alteration be made, the budget would come up when every one in Bombay was busy. The accounts of the corporation had no connection with those of Government, and it seemed to him the proposed alteration of the financial year was simply a change for change's sake.

Sir Kahandas Muncharam thought the change was proposed just because the 31st March was the end of the financial year in England. (A laugh.)

Mr. Nowrojee Furdoonjee objected to the change, on the principle that he was opposed to piece-meal legislation. He did not think this matter so important as to justify them in invoking the Legislature to pass an Act on the subject, and thought they should wait till all the alterations were being made in the Municipal Act.

The Chairman said he very much agreed with Mr. Nowrojee, and while the Bench gave every weight to what Mr. Chapman and Mr. Crawford had said on the subject, he thought they should defer action until an Act was brought to amend the present Municipal Act. There would be little difficulty in apportioning the Government contributions when they dealt only with actuals.

Mr. Dossabhoy then withdrew his motion on the ground that it would be advisable to delay, not because he thought it would not be advisable to change the financial year.

MR. AITKEN'S EXPLANATION.

The next entry on the list of business was "Letter from R. Aitken, Esq., dated 23rd August 1869, containing his explanation on a portion of the proceedings of the last meeting of the Bench."

Mr. Ormiston said he wished to ask Mr. Aitken to withdraw the letter in accordance with the feeling which the Bench had displayed in response to Dr. Joynt's remarks, that it was desirable that personalities should come as little before this Bench as possible. (Hear, hear.) He thought it would be a great pity that this matter should go any further. Mr. Aitken and Mr. Crawford were once good friends, and he hoped the time would soon come when they would be friends again before they went to their graves; and he therefore asked, as a friend of both parties, if they would allow him so to call them, that Mr. Aitken should withdraw the letter.

Mr. Aitken said he would withdraw the letter, having no desire to keep up bad feeling.

LIGHTING OF BEEBEE JAN STREET.

The Chairman said the next business was a petition from certain inhabitants of Beebee Jan Street on the subject of the introduction of lights into their street; and after reading the petition he remarked that the best plan might be to refer it to the Municipal Commissioner and request him to do this best to supply gas to the inhabitants of Beebee Jan Street.

Mr. Crawford said he would be glad to make Bombay blaze with gas, (laughter) but he could not, for the mains were only laid down in certain places, and it cost a great deal to lay down others. At present there were only from 1,700 to 1,800 lights, but under the new contract, which would come into force in a few months, there would be about 3,000 lights.

PENSIONS.

Captain Hancock drew attention to several applications for pension, mentioned in the minute of the Finance Committee of 26th August. Balla Baba had served for 28 years and 10 months, and his services had been disposed with on the reorganization of the Controller's Department in September 1865. Under the Uncovenanted Service Rules he would be entitled to a pension of Rs. 13 a month. Balcrustna Pandoorungjee had left the service of the Municipality on 1st January 1869, in consequence of a notice from the Executive Engineer that the salary of his post was to be reduced from Rs. 100 to Rs. 75 a month from that date. It appeared from a medical certificate that he was unfit for further service. He had served the Municipality for 25 years and 9 months, and under the Uncovenanted Service Rules he would be entitled to a pension of Rs. 40-4-0 a month. Gunputrow Gopinath had applied, in consideration of his having been discharged by the Health Officer on 1st May 1868, on account of incapacity consequent on old age. His service amounted to 9 years 11 months and 21 days. His salary at the time of his discharge was Rs. 70 a month, and under the Uncovenanted Service Rules he would be entitled to a gratuity of Rs. 630.

The Finance Committee had agreed to submit these applications to the Bench; and on the motion of Mr. Narayen Wassoodew, seconded by Mr. Janardhun Succaram, it was agreed—"That a pension of Rs. 13 per mensem be granted to Balla Batta; a pension of Rs. 40-4 per mensem to Balcrushna Pandoorang; and that a gratuity of Rs. 630 be granted to Gunputrao Gopinath."

LOVE GROVE PUMPING STATION.

Captain Hancock drew attention to the minute of the Finance Committee, which stated that they had received a memorandum from the Municipal Commissioner, forwarding estimate for cost of extending the Love Grove pumping station, including the cost of erecting boilers, and of additional pumps sent for to England in 1868, with the sanction of the Bench. It appeared that the present pumps were insufficient for lifting the sewage, and that its quantity was increased by the construction of the Camateepoora sewers. The old boilers were condemned long since. The amount of the estimate was Rs. 22,643. The work was emergent, and the committee recommended that the estimate be sanctioned,—the cost of additional work to be charged to the drainage loan, but the cost of work coming under the head of "repair" or "reconstruction" to be charged to current revenue. Captain Hancock said that the amount so to be charged to current revenue was Rs. 6,092, and he then moved—"That the estimate amounting to Rs. 22,643, submitted by the Municipal Commissioner for extending the Love Grove pumping station, be sanctioned, the cost of additional work being charged to the drainage loan, and that coming under the head of 'repair' or 'reconstruction,' namely, Rs. 6,092 being charged to current revenue."

Mr. Crawford seconded the motion, and explained the subject more fully than was done in the minute.

The motion was then carried.

IMPROVEMENT OF STREETS.

Captain Hancock said the next subject in the committee's minutes had reference to the excess on the grants for improvement of streets, amounting to no less than Rs. 65,000. He was not sure that all the members of the Bench knew what was involved in the improvement of streets. The fact was that, whenever a house had to be rebuilt, advantage was taken to set back the line of the street to a certain extent, in accordance laid down by the late Board of Conservancy. It had been thought desirable that the street should be widened as speedily as that could be done without incurring an enormous expense, and therefore when a house was to be rebuilt the new front was set back a certain distance. When that was done of course an amount of land was thrown into the street and the owner had to receive compensation for whatever he gave up. The amount the Municipality had to expend for compensation year by year depended entirely on the number of new buildings, and when the number was large the compensation was heavy. This year there had been more than was expected, so that the estimate had been exceeded; but it had struck the committee that the Bench might recoup themselves for the expense incurred by levying a fee for all certificates for building. If a man could afford to build a house and have his house improved by the widening of the street he ought to pay something for the privilege, and the committee thought some fee should be charged—it might be by a percentage on the worth of the building; but at any rate they should obtain some revenue from it, and so they suggested accordingly in their report. With this explanation he begged to propose—"That the excess of Rs. 65,000 required during the current year under the head 'improvement of streets' be sanctioned."

Mr. Crawford seconded the motion, and in doing so further explained that, during this as during last year, the number of buildings completed had been extraordinarily large. The Bench must have noticed—and he thought it was a point on which they should congratulate themselves—that the number of buildings erected each year was increasing in a large ratio. In 1867 the number was 576, in 1868 it was 1,073, and this year there would not be less than the latter number. Now this was evidence of very considerable material wealth in the town—there could be no doubt about that;—and of course the immediate result of that was an increased expenditure for the improvement of the streets.

The Chairman said he had not the slightest objection to the proposal before the Bench; but he must say, for his own part, that he objected very much to any charge for a certificate for building from which anything in the way of revenue would be derived—he thought the income from that source should be only enough to pay the expenses of the establishment and nothing more. If a man built a new house he improved the part of the town in which it was erected, and he was of opinion that no discouragement should be offered to building, and therefore it would be unwise if the Bench were without consideration to commit themselves to such a recommendation.

Mr. Blaney remarked, on behalf of the Sanitary Committee, that they had considered the subject in the same light as the Chairman had just stated it—that any fees which might be levied should merely be sufficient to pay the costs of the establishment and nothing more, as house building was one of the things which should receive the greatest encouragement in Bombay.

The motion was then passed and the subject of fees was allowed to drop.

THE VICTORIA GARDENS.

Captain Hancock said the next subject was the request for a grant of Rs. 5,000 for the improvement of Victoria Gardens. This grant had been asked for by the honorary secretary, and he had no doubt it would enable him to effect a great improvement; but considering there was already a deficit in the municipal fund he did not see that they could spare the money. The committee regretted that they could not recommend it, and he had to move—"That the honorary secretary of the Agri-Horticultural Society be informed that the Bench regret that the present state of the funds prevent their making additional grant in the current year towards the gardens."

Mr. Taylor thought the vote was very much wanted, for the gardens were in a dreadful state. Dr. Gray was very anxious to improve the grounds, but had never had an opportunity of doing so since he took charge; and he (Mr. Taylor) thought that, notwithstanding the embarrassed state of their funds, they should give this grant.

After another speech from Mr. Nowrojee, in seconding the motion, Captain Hancock's motion was carried.

THE NIGHT-SOIL PIPE.

Captain Hancock said the grant for relaying the night-soil was emergent and could not be avoided; and he therefore moved—"That the estimate of Rs. 6,000 for relaying the night soil pipe at Carnac Bunder be sanctioned."

Dr. Lumsdaine stated in reply to Mr. Blaney that the pipe still passed beneath the overbridge.

The Chairman concurred with Mr. Blaney in thinking that the present stack of this pipe, as described before the Drainage and Water Supply Commission, and also by Dr. Lumsdaine in his report, was very unsatisfactory, and he hoped that ere long they would hear of its course being altered in such a manner that it would not run under the overbridge, but in a proper line and not under substantial masonry.

The motion was then seconded by Dr. Lumsdaine and passed.

REPAIRS OF WAGGONS.

The following motion was moved by Captain Hancock, seconded by Mr. Narayen Wassodew and passed—"That the sum of Rs. 25,000 be sanctioned for extra repairs to railway waggons and carts, &c., during the current year."

GRANT FOR ELPHINSTONE CIRCLE.

Captain Hancock moved, and Mr. Crawford seconded,—"That the excess of Rs. 8,000 on account of the Elphinstone circle debt, arising under the provisions for payment of Government debts in the 15 Lakh Loan Act, be sanctioned."

Mr. Taylor—I hope Mr. Crawford will give us some idea when the Circle will be in a creditable state.

Mr. Crawford—Whenever you give me funds. (A laugh.)

Mr. Taylor—Will the Rs. 8,000 do it?

Mr. Crawford—You will find it in next budget.

Mr. Taylor—It's the greatest eyesore in the place.

The motion was then carried.

WATER WORKS MAINTENANCE.

Captain Hancock said there was another sanction required, though special notice of it had been omitted in the committee's report. It was for the water works, and he moved—"That the additional grant of Rs. 5,000 applied for by the Commissioner under the head 'water works maintenance' be sanctioned."

Mr. Muncherjee Nowrojee Banajee seconded, and the motion was agreed to.

MR. AITKEN'S SALARY.

Captain Hancock moved, Mr. Narayen Wassodew seconded, and it was agreed—"That sanction be given to the payment of salary to Mr. Russel Aitken at the rate of Rs. 2,000 per month, from 16th January to 3rd May 1869, being the period during which he was detained in Bombay to give evidence before the Drainage and Water Supply Commission—the amount to be charged in equal proportions to the drainage and water works funds."

MR. PRATT'S NOTICE OF MOTION.

The Chairman then said—There is another matter, gentlemen. The Clerk has received the following letter:—

SIR,—I have the honour to notify, that it is my intention at the next meeting of the Justices to move the following resolution:—

"That the Municipal Act of 1865 having devolved on Justices of the Peace, resident in Bombay, various duties and responsibilities, the fulfilment of some of which by those Justices who hold Government appointments may be thought incompatible with their obligations towards Government, it is deserving the consideration of the Right Honourable the Governor in Council whether Government officials should continue to be in the Commission of the Peace, or, if the due discharge of their official duties should require their being invested with the powers of Justices of the Peace, whether a ruling might not with advantage be promulgated distinctly relieving Government officials, when in Bombay, of all duties and responsibilities as resident Justices, in connection with the Municipality of the city."—Yours obediently,

E. PRATT.

Bombay, 2nd September, 1869.

Since I came in to this meeting I have received a letter which I notice has been published as an extra supplement by the *Times of India*. (A laugh.) It is as follows:—

"To the Chairman of H. M.'s Justices of the Peace for the City of Bombay, assembled at a special general meeting in the Town Hall, on the 8th September 1869.

"BOMBAY, 7TH SEPT., 1869.

"SIR,—Unforeseen orders which have reached me this evening will compel me to leave Bombay for Surat on public duty early to-morrow morning. I shall therefore be unable to move, at the meeting in the afternoon, the resolution of which I have given notice. The grounds of the intended motion have been already explained in a letter which I have addressed to the Clerk of the Peace, and the Justices are very welcome, should they desire it, to consider and dispose of the proposal in my absence.—I have, &c.,

"E. PRATT."

The letter is dated yesterday, and I received it this afternoon after I came in to the meeting. I don't know if any Justice is anxious to move this resolution of Mr. Pratt's in his absence; otherwise it will fall to the ground.

Mr. Nowrojee Furdoonjee—I do not undertake to move that resolution, but it would be a great satisfaction to the Justices and the public if some gentleman were in a position here to give an assurance to the Bench that it has never been the intention of Government in visiting Mr. Pratt with the severe punishment that has been inflicted on him and ordering him immediately to quit Bombay for Surat—that it has not been the intention of Government to visit with displeasure any act or conduct or anything he did in his capacity of Justice of the Peace. I for one think that I would be doing an injustice to Government to consider——

The Chairman—Do you intend to make any motion, Mr. Nowrojee?—for there is nothing at present before the Bench.

Mr. Nowrojee—Still I may be allowed to say a word or two with regard to the motion,—for it is before the Bench.

The Chairman—There is no motion before the Bench. I merely stated that I had received a letter from Mr. Pratt, and I ask you if you are going to make any motion. If so, you will be in order.

Mr. Nowrojee—I only wish to speak on this subject, because in the native community a great many people are under the impression that any Government servants who are Justices of the Peace if they consider it their duty——

Mr. Dossabhoy Framjee—I beg to deny that there is any such impression in the native community.

Mr. Nowrojee—An impression that any such Justices are prevented by the rules of the service, or from some misunderstanding or misapprehension of the rules of the service, from discharging their duties as Justices in case of giving offence to Government when it is their duty to speak out against or to oppose Government in matters connected with the Municipality.

The Chairman—There is no one here at present I believe who is in a position to speak for Government in the matter, and I don't profess to do so, but I should wish to call Mr. Nowrojee's attention to the Government resolution published by Mr. Pratt this morning in his lettter to the papers, which distinctly lays down the views of Government on the subject, and a perusal of which resolution will, I think, relieve the mind of any native gentleman who has any difficulty as to the position which Government takes up in the matter. The resolution is this—"Government sees no objection to any public servant writing to the papers on matters not coming under his cognizance officially, but if public servants find it inconsistent with their sense of duty as Justices to refrain from writing on matters connected with their official duties, it is proper that they should resign either one office or the other, as it is obviously detrimental to official discipline to have such matters discussed by subordinate officers except through the proper channel." I think that is a very clear and very sensible resolution of Government and that it ought to remove any difficulty which may exist in the mind of any native gentleman as to the policy of Government in the matter. (Hear, hear.)

There being no other business, the meeting then adjourned.

RAILWAY ACCIDENT.

A SERIOUS accident on the north west line of the Madras Railway occurred on Sept. 2 which is described in the following letter that we have just received from the Agent and Manager:—"I regret to inform you that a telegram has been received reporting that the engine of the 6 A.M. train yesterday from Madras to Gooty got off the line in the through siding of the Reddipully station. The train at the time of the accident is reported to have been travelling at a speed of from 4 to 6 miles per hour, so that though unfortunately some native passengers are reported to have been badly bruised no one I rejoice to say has been seriously injured. The Deputy Chief Engineer on permanent way and Traffic Manager leave for Reddipully by the 2-30 P.M. train this day, with a view of instituting a searching enquiry into the cause of the accident."—*Madras Mail.*

REPORT OF RAIN-FALL IN THE BOMBAY PRESIDENCY

FOR THE WEEK ENDING 9 A.M. MONDAY, 23RD AUGUST, AND FROM 1ST JANUARY TO 9 A.M, MONDAY 23RD AUGUST.

	The week.	Total.
Observatory, Colaba	5·26	57·57
Town Hall, (Fort) Gauge No. 1	4·71	7·36
Do. Do. Do. No. 2	4·75	4·75
European General Hospital, Fort George	6·74	80·41
Esplanade, H. 21st Regt. N. I	4·53	57·74
Byculla, J. J. H.	6·17	68·04
Alibaug	5·03	46·77
Tanna, C. H.	7·76	68·26
Panvell	6·77	59·20
Mahim	3·40	53·08
Bassein	4·42	53·88
Cullian	8·80	57·60
Karanja	6·91	66·01
Matheran	26·73	248·64
Rutnagherry, C. H.	19·27	65·11
Dapoolee, D.	11·15	68·41
Vingorla, C. H.	7·70	74·05
Sawunt Waree, C. H.	9·95	82·75
Karwar	8·37	83·35
Surat, C. H.	4·84	26·38
Bulsar	7·62	43·15
Town of Broach	3·95	17·22
Town of Ahmedabad	1·43	16·39
Kaira, C. H.	1·90	17·67
Baroda, Residency H.	1·32	13·98
Rajkote, C. H.	·53	20·13
Ahmednuggur, C. H.	·65	17·87
Egutpoora	7·91	65·43
Poona, Sassoon H.	·22	21·38
Sholapoor, C. H.	2·16	19·06
Sattara, C. H	1·31	28·01
Malcolm Pett, Mahableshwur	12·71	109·33
Panchgunny	2·00	41·57
Kolapoor, C. H	2·10	16·97
Kulladghee, C. H	1·31	16·62
Belgaum, C. H.	2·28	35·34
Dharwar, C. H	·90	18·96
Hydrabad, J. H., (Sind)	·58	16·03
Kurrachee	1·12	21·66

In the report from the Colaba Observatory, the day is from midnight to midnight.

TELEGRAPH LINE REPORTS.

KURRACHEE, 9th, 11-40 A.M.—Cable communication imperfect between Bushire and Fao; Turkish line right to Constantinople; and Persian line interrupted beyond Ispahan. Latest dates from Great Britain, via Turkey, 8th September, via Russia 16th August.

WEATHER REPORTS.

CANNANORE, 9th, 10 A.M.—Weather clear, wind northwest moderate, thermometer 77, barometer 29·965.

TUTICORIN, 9th, 10 A.M.—Weather fine, wind westerly, thermometer 86, barometer 29·89.

CARWAR, 9th, 9 A.M.—Weather fair, wind northwesterly, thermometer 80, barometer 30·02.

VINGORLA, 9th, 10 A.M.—Weather clear, wind west strong, thermometer 86, rainfall 18 cents.

INDO-EUROPEAN TELEGRAPH.

THE following dates of private telegrams were received at the Bombay Telegraph Office during the 24 hours ending at 8 o'clock yesterday evening:—

United Kingdom, via Turkey, 3rd, 6th and 7th Sept.
Continent of Europe, via Turkey, 5th and 6th Sept.

The time occupied in the transmission of messages to Bombay from 8 P.M. of the 7th to 8 P.M. of the 8th September is as follows:—

To Bombay	Max.	Min.
From Kurrachee	3 43	0 2
" Calcutta	11 14	1 28
" Madras	4 38	2 43

Communication between Bombay and Kurrachee perfect.

Undelivered messages in the Bombay Signal Office—
For G. Wyatt, from Calcutta.
For Abdool Ruzzackire, from Calicut.

A SAILOR'S "JOKE."—On Wednesday last a sailor belonging to the schooner Jessie M'Donald, being slightly under the influence of forty-rod, and wishing to have a high old joke on the Cobourg people, pretended to fall into the harbour; but instead of going in himself, he threw in a piece of iron ore accompanied by his old plug hat and a screech of agony. All was excitement, and rumours of foul play, &c., pervaded this usually quiet town. Drags were made, and the harbour was searched from end to end for days, but without success. As a last resort, the immense cannon sent for the Volunteer Artillery was brought alongside of where it was supposed he fell in, and the hat was passed around for a collection to buy powder to raise the body. An old artilleryman was hired, under the superintendency of Captain Stanton, to fire the gun; and after shaking the town to its foundation for three days, they gave it up as a bad job, supposing that the evolutions of one of the steam fleet had carried the body out into the lake. It since turns out that the sailor, after throwing in the ore and his hat, made off in the direction of Colborne, where he has been spreeing ever since on the strength of his own joke, to the utter disgust of several coroners, who were perched on the dock night and day, waiting for the body to make its appearance.—*Toronto Globe*, July 21.

THE CALCUTTA DIVORCE CASE.

FRIDAY, 3RD SEPTEMBER.

(Before the Hon'ble Mr. Justice PHEAR.)

CAREY WARD GORDON, at present of Calcutta, master mariner, and master of the steamer Nepaul, petitioner, *vs.* Eleanor Clark Gordon, at present of Chunpah factory, Shahabad, respondent, and Eugene Dubois DeSarun, late of the French settlement of Chandernagore, but at present of Chunpah factory aforesaid, co-respondent.

Mr. Graham, with whom Mr. Piffard, for the petitioner.

Mr. Hyde, with whom Mr. Datta, for the respondent.

The co-respondent made no appearance in the cause.

The following *precis* of the petition filed in the suit, and the answers thereunto, will perhaps best indicate the true state of the case on which issue was joined.

The statement set forth that the parties were married at St. John's Church in Calcutta on the 27th June 1856. They lived together until the 22nd May 1868 in various parts of British India, and more particularly in Calcutta, in Serampore, in the N. W. P., on board certain steamers and flats of which the petitioner was master, then at Chandernagore, and lastly on board the steamer Nepaul off Mullick's Ghaut. There were six children as issue of this marriage, of whom only four survived, aged respectively three, five, six and eight years. About the 22nd May 1868, the petitioner alleged that the respondent left the General Hospital in Calcutta whither at her own request she had been taken for medical treatment, and went and resided with the co-respondent, DeSarun, they cohabiting together as man and wife at Calcutta, at Chandernapore, on the high seas, at various places in France, at Howrah, and lastly at Chunpah factory before mentioned. The usual allegation of non-connivance or collusion closed the statement, and the petitioner prayed for a dissolution of his marriage with the respondent, and that the co-respondent be amerced in damages to the extent of Rs. 10,000 by reason of his having committed adultery with the wife of the petitioner, such damages to be *paid and applied* in such manner as might seem fit to the court. The statement was duly verified.

In answer the respondent neither admitted nor denied her guilt, but alleged that the petitioner had been guilty of cruelty, and that the adultery, if any, had been brought about

HIGH COURT.—APPELLATE SIDE.

(Before the Hon'ble the CHIEF JUSTICE and the Hon'ble Mr. Justice NEWTON.)

AN IMPORTANT CASE.

CURSETJEE COWASJEE appellant *vs.* KAMAL JAN BOZE respondent.

Mr. White, with Mr. Dhirajlal Muthooradass, for the appellant; Mr. Shantaram Narayen for the respondent.

The appellant brought the original action to recover possession of certain land in the village of Bhandoop in the Salsette talooka of the Konkun district, which he alleged belonged to him and which he had leased to the respondent some time ago, but the latter refused to give it up on being asked to do so. The respondent answered that the appellant had no right to recover possession of the land, but that he might receive rent for it; that the land belonged to him; that the suit was barred by the law of limitation; and that it had been held by him under a sooti tenure for many years; that a portion called "Zodilsa Sooti" had been purchased by him so long as 1841; and that he had fenced in the land by expending a great deal in the shape of money. On the 26th of July 1866, Rao Bhadoor Poorshotum Shidheswar Biniwale, Principal Sudder Ameen of Tanna, rejected the claim with costs, on the ground that it was barred by the Statute of Limitation (Act XIV. of 1859, Section I., Clause 12.) He further held that plaintiff had a right simply to receive rent and not to resume the land, as the latter belonged to the defendant under a sooti tenure, and that as long as the defendant continued to pay rent for it, the plantiff was not competent to take it back. In appeal No. 397 of 1866, the District Judge, Mr. R. H. Pinhey, laid down the issue for decision. "Is the plantiff, as proprietor of the land in the plaint mentioned, entitled to oust the defendant so long as he pays his assessment?" The finding of the Judge, without hearing the respondent Kamal Jan's pleader, was in the negative, and the reasons given for the same were as follows:—"I am of opinion that the proprietary right to the land in the plaint mentioned is vested in the defendant, that the plaintiff is only the alience of the Government revenues of Bhandoop and of any Government lands in the said village, and that so long as defendant pays his assessment, the plaintiff cannot oust him. Plaintiff calls himself proprietor of the village of Bhandoop, meaning thereby proprietor of all the lands included in the boundaries of that village. He describes the origin of his title thus:—In 1803 the village of Bhandoop was granted by Government to a Mr. Luke Ashburner, by whom it was sold in 1817 to the father of the present plaintiff. Exhibit No. 11 is relied on as establishing the grant to Mr. Ashburner and the sale and the transfer by endorsement of grant, to plaintiff's father. As a matter of fact, an objection might be taken to the reception of the Exhibit No. 11 as evidence of anything, for it is neither the original grant nor a certified copy of such grant, but purports to be a copy of such grant. It is, however, unnecessary to notice this fact further, as it is not disputed that Exhibit No. 11 does correctly show what was granted to Mr. Ashburner and transferred by Mr. Ashburner to plaintiff's father. But what could and did Mr. Ashburner take by the grant from Government? Clearly only what Government had the right to grant. The plaintiff's pleader has referred to several parts of Regulation I of 1808, and especially to sections 43, 66, 67, and 69, of this Regulation to show that the grant to Mr. Ashburner was executed to convey to him the actual proprietary right over all the land in the village of Bhandoop. Now, even if it were in the power of Government to execute such a conveyance, I think that a perusal of the whole of the Regulation above quoted, shows most distinctly that it never was the intention of Government to disturb cultivators who were cultivating land of their own as sootidars. What Government wanted to do was to substitute landholders like Mr. Ashburner and others for Government officials who had oppressed the people; and to encourage the class of new landholders which Government desired to create, Government resigned a portion of the revenue hitherto derived from the village granted and the right to cultivate waste lands, in favour of the new landholders. In the Regulation it is distinctly laid down that the landholders are to treat the cultivators well and to respect existing tenures. Now, in the first case, I find that the defendant has cultivated the land which the plaintiff seeks to get hold of (except one field acquired by defendant by purchase in 1841) between 30 and 40 years; that plaintiff can produce no lease or other writing to show that the defendant has ever admitted plaintiff's title to anything more than the assessment due on the land; and that defendant has during his possession of the land, expended such sums of money on wells and improvements on the land as show clearly to my mind that, until lately, neither party ever doubted the right of defendant to cultivate the land as long as he paid his assessment. According to the custom and law in force over by far the greater part of this presidency, defendant urged in the court below that he and his family had been settled in the village of Bhandoop for more than a hundred years; and this statement appears to me extremely probable. There is one field in the plaint mentioned, which defendant admits having purchased so late as 1841; but I am of opinion that plaintiff has no more right to oust defendant from this field than from the W. others mentioned in the plaint, as it appears (witness No. 76) that this was purchased by defendant from the ancient proprietor. There is a statement made by the witness No. 75, which further corroborates my opinion as to the rights granted by Government to Mr. Ashburner in the village of Bhandoop. It appears that, when the land belonging to this witness's father in Bhandoop was taken up by the G. I. P. Railway Company, the price of the land was paid to the witness's father as proprietor and not to the plaintiff. I confirm the Principal Sudder Ameen's decree with costs."

"P.S.—At the request of the appellant's pleader, I add as a note to this judgment that, as my decision on the issue above laid down, disposes of the case in my opinion, I have not considered it necessary to lay down and discuss any other issue."

Against this decision the appellant Cursetjee preferred a special appeal to the High Court on the grounds:—1. That it is contrary to law that the judge was wrong in throwing the onus of proof on the appellant. 2. That there is no legal evidence whatever in the case to show that there had been sootidars in the village at the date of the grant, and therefore the judge was wrong in presuming that there were such holders in existence. 3. That the kowl No. 11 having given the appellant a complete proprietorship to the village with the exception of such silotri holdings as had existed previous to the date of the said grant (A. D. 1803), the judge was wrong in omitting to raise and decide the most material point in the case, *viz*, whether the respondent established that the land in dispute had been held on tenure prior to the grant of the village to the appellant, and that he acquired in some legitimate manner the rights of the ancient silotridars prior to any lapse or surrender of the estate of the said ancient silotridars to the appellant. 4. The judge has misconstrued the kowl No. 11 in considering that there were any sootidars in existence at the time of the grant, and that their rights were respected, whereas it shows that there were no sootidars but that the rights of silotridars only were reserved. 5. That the judge, having found as a matter of fact, that the respondent has held the land between 30 and 40 years only, and the grant No. 1 being of the year 1803 having been undisputably handed to the appellant more than 30 years before the holding of the respondent had commenced, the judge was wrong in not holding that the respondent held the land under the appellant only, and in not giving at once a judgment in favour of the appellant on the principle laid down by the Sudder Court in Special Appeal No 98 of 1868 of the 7th January 1859, and by the High Court in Special Appeal No. 642 of 1866 dated 1st May 1867. 6. That the judge has misconstrued the kowl No. 11 and Regulation I. of 1808 in holding that the respondent and not appellant is *prima facie* proprietor of the land. 7. That the judge has, notwithstanding the clear terms of the said kowl and regulations, presumed the respondent to be an ancient occupant in the absence of any evidence whatever to show that he is such. 8. That the finding of the judge that the appellant is only the alience of the Government revenues, is opposed to the terms of the kowl No. 11 and Government Proclamation A. D. 1801, quoted in Regulation I of 1808; and the judge was wrong in not determining all the issues which were raised before him by the appellant. 9. That plaintiff having exercised his proprietary title by increasing and varying the amount of rent paid by the defendant, the judge was wrong in holding that he could not oust the defendant from his possession.

The special appeal was heard at the High Court before the Hon'ble the Chief Justice Sir Richard Couch, and the Hon'ble Mr. Justice Newton.

Mr. White for the appellant:—We assert proprietary right to the village of Bhandoop. The defendant admits paying rent and says that the plaintiff is entitled to rent only and not to the possession of the land. The appellant Mr. Cursetjee is not in the ordinary position occupied by Government or khots in regard to the respondent. We are possessed under a grant of A. D. 1803. A great deal of money was laid out by us in sugar cane plantations. Government held out inducements to persons to expend money to improve the land in Salsette. Before Government granted the several villages in Salsette to different persons, Government issued a proclamation under date the 10th of August 1801, (which was two years before over grant) inviting people to apply for grants, &c. and stating, among other things, that the applicants would be made perpetual proprietors of the soil. They then occupied (vide section 43 of Regulation I. of 1808, which Regulation is, it appears from its preamble, made with a view to preserve the record of old transactions.) In A. D. 1817, our father acquired the estate from the original grantee, Mr. Luke Ashburner, for five lakhs of rupees. Finding the sugarcane plantations unprofitable, we turned the land into batty fields. After we have shown such a title the defendant should show that his right was prior to the grant of 1803, or that, if the right was acquired subsequently there was some contract subsequent to the grant. He has done nothing of the sort, except that he says that he occupied the land for 30 or 40 years on payment of rent. He asserts that he is sootidar, but he has in no measure proved it. The judge reversed the whole matter as regards the proof. He has not construed the grant properly, but has taken it for granted that the defendant was sootidar unless the contrary was shown. It is not the first time that a tenant has attempted to establish proprietary right. In 1859, the late Sudder Court (Messrs. Fere and Larken) corrected a similar error (vide application for Special Appeal No. 816 of 1858 heard on the 7th January 1869 and 14th March 1859.) The judgment in that case was—"This case is an important one. The assignment No. 10 makes over all the parcels and spots of ground in the three villages to Mr. Ashburner, with the reservation only of the silotri tenures. It might be a question what right Mr. Ashburner or his assignee, Cursetjee Cowasjee, as to the houses which were upon the land at the date of the transfer to Mr. Ashburner, but the assignment to him of all lands is so complete that, over all other houses, he must have a proprietary right unless they be part of the silotri tenure or have been alienated by Mr. Ashburner or Cursetjee. I do not think the joint judge's decree is correct. It is for Bal Dattaji to show on what tenure Yadu Lukhshuman held the land under Cursetjee, not for Cursetjee to show more than that he is proprietor of the villages under the kowl No. 10. I would, therefore, remand the case for retrial." The kowl No. 10 alluded to is the identical grant in this case, and it received a construction from the superior court; and we now seek to put the same construction. The judge, however, observes that the plaintiff is an alience of the revenues, and that so long as the defendant pays assessment, plaintiff cannot oust him, but the grant distinctly sets forth that "it is hereby agreed that all and singular the said parcels or spots of ground shall be, and they are hereby granted, and for ever made over to the said Luke Ashburner, his heirs, executors, and administrators and assigns, with a temporay exception only in respect to such spot of silotri tenure as may be therein, which are not to become the present grantee's property until he can satisfy and but out the present incumbents." Thus we are absolute owners except the silotri tenure, which also we bought in subsequently. But that is not the question here, as the defendant does not contend that he comes within the exception. The kowl distinctly shews that the Government were dealing with the land, and not its revenue. The kowl treats of what is granted, and that is the property of Government. The grant was in fee subject to a rent of Rs. 2,000 and odd per annum, Government turning itself as rent charger and parting with everything they had. The grant is not to prevail as against the right of silotridars.

Couch, C. J.—It is not alleged or suggested that the defendant acquired property in the land since the grant.

Mr. White continued—The defendant merely says we are receipients of rent, and the judge says that the defendant's occupation is between 30 or 40 years, and that plaintiff can produce no lease. But payment of rent is consistent with our right as proprietor, and the non-production of the lease was not on our part. The tenants are yearly, but the judge assumes them to be sootidars; yet there is nothing shown of the existence of sooti tenure, which will be wholly inconsistent with our grant. The judge says about custom and law in force in the presidency, but that has nothing to do with our estate, unless local, I mean Bhandoop, custom is proved. As to the defendant's statement that he has resided in Bhandoop since 101 years, there should be proof of pre-existing tenancy. Merely living in the village is not sufficient. (Quotes Special Appeal No. 642 of 1866. (A.) in which the tenants did not succeed against an inam; also Perry's Oriental cases, page 480.) The judge anticipated the case by saying that Government could grant what belonged to them, and that was the revenue only; but here the land was vacant as against the others. The defendant has produced receipts which show the variation in the rent.

Mr. Shantaram Narayan for the respondent—The grounds urged by the appellant are that the judge has wrongly thrown the *onus probandi* on him, and that he should have at once presumed in favour of the plaintiff's right to eject. If by the usage of the district, we could show that where the holding is for 30 or 40 years on uniform rent, and the tenant is allowed to make improvements and to transfer his rights, then the case would be strong. These transfers are registered in the plaintiff's books, but he failed to cause their production. There is evidence of usage, and the payment was uniform. No increase of rental is made out. The addition of two or three rupees is the result of surveys, but the rate has always been the same. Though the word "silotri" is used in Regulation I. of 1808, the regulation recognises the class called Kooranbis, or Koonbis, and they had the permanence of their interest by that regulation (vide sections 24 and 31.) Now, silotri is a species of Kooranbis, because the landlord's give the former seeds, &c., and charge higher rates. The whole regulation anterior to section 46 shows this.—From the regulation it could be shown that Government retained, and intended to retain in future, the rights of holders of land.

Newton, J.—Section 24 is clear that the right of those in occupancy was retained, and not of those who would be tenants subsequently.

Mr. Shantaram—The deedings of the parties and their acts for a long course of years are sufficient to show an arrangement.

Couch, C. J.—The acts within 30 or 40 years would not create a custom.

Mr. Shantaram—The duftedar (No. 53) shows that sooti could be created for such lands, and our receipts show that we also hold Chikli land. We could have shown from the plaintiff's books that our land is not Chikli. There are witnesses who depose that the plaintiff is entitled to Dharumly.

Couch, C. J.—The witness No. 71 gives his opinion that the defendant is the proprietor. He merely gives your own idea.

Mr. Shantaram—The witnesses show that the state of the parties is such as might lead the court to hold that we are proprietors. Upon the evidence before him it was competent to the judge to hold that the land was held on sooti tenure. Both the lower courts are one; and the question is rather of evidence than of law.

Couch, C. J.—What evidence is there to show that the defendant was sootidar at the time of the grant which purports to give the land.

Mr. Shantaram—There is the evidence of the man himself (defendant); and the lower courts considered thirty year's occupancy was sufficient.

Couch, C. J.—That was wrong.

Mr. White in reply—We are not informed by our Mooktiar that our personal attendance in court was necessary and there was no summons from the court requiring us to give evidence. Prescriptive right is different from positive right. Here Government offered to people to come in and take the land on a better footing. There is no evidence of custom, and a tenure of the kind could not be created except under a contract.

Couch, C. J.—If there is any ancient custom, the grant will be subject to it, but if any thing is done subsequently, that will not avail.

Mr. White—Defendant does not pretend that we have created the title claimed by him.

Mr. Shantaram—Exibit No. 13 a letter written by the Collector to Government, recommending the grant to Mr. Ashburner, shows that there were tenants at the time of the grant, and that the Collector was to take care that no prejudice would result to them by the grant.

Mr. White—The grant was not prejudicial to the then tenants, as at that time the holdings were not valuable to the tenants, and it was our interest to secure many tenants who were very valuable to us.

Couch, C. J., in giving judgment, said—This was a suit brought by the plaintiff against the defendant to recover possession of land in Bhandoop, plaintiff alleging that it belonged to him and was leased to the defendant. The defendant answered that the plaintiff had no right to recover possession, but might receive rent. The question then is, whether this is an ordinary case of landlord and tenant, or whether the defendant can hold the land on payment of ancient rent. The issue laid down by the Judge was, Is the plaintiff, as proprietor of the land in the plaint mentioned entitled to oust the defendant, so long as he pays his assessment? The District Judge, Mr. Pinhey, found this issue in favour of the defendant. We find that the title of the plaintiff is derived from a grant made by Government under date the 7th of September 1803 to Luke Ashburner, and it appears from Regulation I. of 1808 that Government were anxious to improve the island of Salsette and to promote cultivation by getting persons to take lands therein. The grant is in general terms. It says—"It is hereby agreed that all and sigular the said parcels or spots of ground shall be, and they are hereby granted, and for ever made over to the said Luke Ashburner, his heirs, executors, administrators and assigns with a temporary exception only in respect to such spots of silotri tenure as may be therein." We need not notice the exception, as this case does not come under it. Exhibit No. 13 is a letter dated 3rd December 1803 from the Collector to Government, wherein the Collector states—"As a compliance with the request of Mr. Ashburner will not be prejudicial to any individual belonging to the village, I see no objection to the boundaries of his estate being fixed, and a lease granted to him including the grounds formerly in the occupancy of the ryots. I forward copy of a paper signed by all the villagers assigning their reasons for wishing to be the tenants of Mr. Ashburner." This letter shows what would be the right thing, and that Government passed such rights as they had, had they retained the land. Section 43 and 45 of the said Regulation are the strongest indication that the right of the cultivators was to be preserved and that the right of the nature of permanent occupancy was not to be interfered with. The making of the grant was not to injure or retract or diminish the right conceded to the cultivators. Though the precise position was not fixed, it seems that at that time the cultivators were to hold subject to payment, and were not to be turned out at the will of Government or the proprietor. The said Exhibit No. 13 shows that it was not intended that the grant was to be prejudicial to the villagers, and that it was not to affect the right they had. The answer to the said letter says—"On the grounds of your letter dated yesterday I convey the Governor in Council's direction that you proceed in granting to the proprietor of Bhandoop estate a lease of that village accordingly." The date of the Collector's letter according to the copy before us Exhibit No. 13 is 1803; but this is obviously a mistake for 1802, since the answer is dated 4th December 1802; and it was sent on the day following that of the letter. We must notice that the word "accordingly" occurs in the answer. This is an indication of the intention of Government that the grant was to be according to the Collector's proposition, and was not to be prejudicial to the villagers. This and the regulation together, show that it was not the intention to alter the position of the cultivators. The district judge was, therefore, right in doing as he has done, that is, in construing the grant with the help of the regulation, and holding that, if a person had a right to hold on payment of rent, he would be in the same position as against the plaintiff, but it appears that the judge came to the conclusion that the defendant was to hold on payment without evidence sufficient to show his title. The judge seems to have assumed that the defendant came within the terms. There is evidence material in favour of the defendant, but as the matter has not been properly investigated, and as the judge has assumed in favour of the defendant, we cannot allow his decision to stand. The question for determination was whether the land was at the date of the grant held by any person from whom the defendant derived his title to hold, subject to payment only? If the land was held originally by some body, but yet if the defendant cannot show that he holds under him, he (the defendant) can have no title to the land because in case of its having given up, or of there being a failure of heir, the holding lapses to the plaintiff.

Mr. Justice Newton concurred.

COURT'S ORDER.—The court reverses the decree and remands the case for the lower court to try and determine whether, at the date of the grant to Luke Ashburner, the land in dispute was held by any person from whom the defendant derives his title as tenant to the Government subject only to the payment of assessment; and the judge should require the plaintiff to produce his books and take such other evidence as he may think fit. Costs to follow final decision.

DEPOSITION OF THE CHIEF OF ALI RAJPORE.

From W. S. SETON-KARR, Esq., Secretary to the Government of India, Foreign Department, to the Officiating Agent to the Governor General for Central India, dated 23rd March 1869.

I have laid before the Viceroy and Governor General in Council Colonel Meade's letter No. 18-46, dated 15th ultimo, submitting a report by the Bheel Agent on the maladministration of the Ali Rajpore State.

The incompetency of the present Chief, Gungadeo, and the anarchy which has prevailed since he came into power, have been noticed in several successive administration reports, and as recently as last autumn the Viceroy and Governor General in Council, impressed with the feeling that such an unsatisfactory state of affairs could not be allowed to exist much longer, recorded his opinion that "interference in some shape by the British Government will, at no distant date, become a duty which cannot be evaded."

The time for action seems now to have arrived, for the Bheel Agent has lately visited the principality in person, and has reported still more unfavourably than before on the Chief and his minister. There is apparently no hope whatever that Gungadeo will amend his ways or endeavour to discharge even the ordinary functions of a ruler; and therefore, in conjunction with Captain Bannerman, Colonel Meade has recommended that Ali Rajpore should be taken under British management, and that an intelligent native should be appointed as superintendent in subordination to the Agent. Colonel Meade has also suggested that the Maharajah's younger brother, Roopdeo, should be associatad in the administration, with a view to his being properly trained for the duties and responsibilities which will ultimately devolve on him as Chief.

In reply, I am instructed to inform you that His Excellency in Council entirely concurs in the expediency of this course, and is of opinion that the British Government would not be morally justified in waiting or deferring action any longer. You are therefore authorized to set aside the present Chief, and to arrange for the proper administration of the country in the manner proposed. As a preliminary step you are requested to fix upon some native gentleman of ability and education who may be safely entrusted with the direction of affairs, subject to the orders of the Bheel Agent, and to submit his name for the approval of the Government of India.

His Excellency in Council further thinks it indispensable that Kazee Abdool Rouf, the present kamdar or minister, should be ordered to quit Ali Rajpore at once, as his presence in the country under the new state of things would be most prejudicial to good government.

A suitable allowance out of the revenues of the State must, of course, be set aside for the deposed Chief, and every effort should be made to free the State from debt.

From Colonel H. D. DALY, C.B., Officiating Agent to the Governor General for Central India, to the Secretary to the Government of India, Foreign Department, dated 27th March 1869.

In compliance with your instructions to fix upon a gentleman for the office of superintendent, I submit the name of Mahomed Nujjiff Khan, Deputy Magistrate of Khul. He has had a long and varied experience of men and things in Nimar and its neighbourhood, and is possessed of a knowledge of revenue work, which will be valuable. Nujjiff Khan's father was a deputy magistrate in Nimar and a Khan Bahadoor, being an energetic Mahomedan, he will favour the undertaking; for few Hindoos whom we could select would be capable of coping with the daring Mekranees, who, in the misrule and corruption of the State, have lived in crime unchecked.

The pay of the superintendent I would place at Rs. 200 per mensem, with an annual increment of 10 per cent. until Rs. 300 shall be reached, provided the management be approved. Ali Rajpore is an extensive State with revenues capable of great expansion, now sapped and mortgaged and farmed, they may not exceed Rs. 50,000 a year. The work of reform will be heavy, and the duties such as to entitle the superintendent to fair and honest remuneration. . . . . .

I will consult upon the best method of providing a suitable allowance for the deposed Chief, and so to make his position as comfortable as circumstances will admit. The result shall be reported for the approval of His Excellency the Viceroy in Council.

The present Minister, or manager, Kazee Abdool Rouf, shall be directed to quit Ali Rajpore directly I receive instructions respecting the arrangements now submitted. This Kazee is a mercenary of the worst type; it would be well to keep him within our own territory, and so prevent him from plying his trade in native States.

From W. S. SETON-KARR, Esq., Secretary to the Government of India, Foreign Department, to the Officiating Agent to the Governor General for Central India, dated 3rd April 1869.

In reply, I am directed to inform you that the Viceroy and Governor General in Council sanctions the appointment of Mahomed Nujjiff Khan, Deputy Magistrate of Khul, as superintendent of the State, authorizes the payment to him, from the revenues of Ali Rajpore of Rs. 200 a month, with an annual increase of 10 per cent., until the maximum of Rs. 300 a month has been reached.

His Excellency in Council does not think it necessary to insist on the detention of Abdool Rouf, the late Minister, in British territory; but he deems it essential that this individual should be told that, though choice of residence is allowed him in other respects, he is not to live henceforth within 200 miles of Ali Rajpore. You are accordingly requested to intimate this decision to Abdool Rouf, and to report in due course of time what place the latter Minister has fixed upon for his residence.

Captain T. Cadell, V.C., Officiating Bheel Agent and Political Assistant, in a letter to the Officiating Agent, Governor General, for Central India, dated Bhopawur Agency, Camp Rajpore, the 21st April 1869, gives an account of a visit to the State of Ali Rajpore, during which he formally took over the management of the State from the Chief in the name of the Government of India.

In another communication dated the 1st July Capt. Cadell gives a detailed account of the present condition of the State. We append a few interesting extracts.

THE STATE OF ALI RAJPORE.

The State of Ali Rajpore is situated between the Nerbudda River and the Vindhya Hills, and extends about 50 miles north and south, and 42 east and west, and its area may be computed at about 1,660 square miles.

In the northern and southern portions, the country is very hilly and covered with jungle. The forests formerly rich in teak have been ruthlessly destroyed, and they now contain very little valuable timber. They yield, however, bamboos, mowa (*Bassia latefolia*), cheronges (*chorongia Sapida*), lac, honey and wax, and these commodities are exported in considerable quantities to Guzerat and Malwa.

In the centre of the State the country is more level, and most of it is under cultivation. The soil is of a sandy nature, and bears only one crop—the rain crop in the year. Bajree (millet), rice, tille, and Indian corn are most extensively cultivated, and are exported in large quantities.

Salt, tobacco, cloth, wheat, gram, and sugar and other necessaries are imported, and are about equal in value to the exports.

I have not succeeded in obtaining sufficient information for the compilation of reliable returns of the imports and exports, but that a considerable commerce exists is proved by the customs yielding about Rs. 30,000 per annum, the duties apparently not being higher than in the neighbouring native States.

THE INHABITANTS.

From a rough census which I caused to be made, it would not have been politic to have attempted an exact one, the population numbers 39,384, that is, between 23 and 24 to the square mile.

Of these, supposing the census to be correct, 24,158 are Bhulalas, 10,326 Bheels, 1,200 Mahomedans, and the remainder belong to other castes.

The Bhulalas are a much more frugal and industrious race than the Bheels, with whom they neither intermarry nor eat, but in appearance there is hardly a perceptible difference between them. The men of both castes dress alike: their sole garment, besides a small turban, consisting of a string round the waist, through which a cloth is passed forming an apron about a foot square in front, and a tail a couple of feet long behind. The females are, however, quite decently clad, and the Bheel women can be at once distinguished from the others by the broad brass rings which they wear round their legs from the ancle to the knee. The women have all the drudgery to do, as may be observed when a party is met on their way to or from market, the men marching in single file in front, carrying nothing but their light bows and arrows, no matter how heavy may be the loads borne by their women, who follow them also in single file.

Both castes cultivate their fields during the rainy season, and during the remainder of the year they occasionally cut wood and collect the products of the jungles, such as honey, wax, lac, mowa, and cheronges berries, but most of their time is spent in idleness. From the census, it appears that there are in the State 12,077 plough-bullocks, 10,712 buffaloes, and 32,215 cows and calves, and almost the whole of these cattle belong to these two classes.

The men are peaceable and well-behaved when they are sober, and have plenty to eat; but when grain is dear, and they are at all in want, they betake themselves to thieving, cattle-lifting being their great forte, and they are very quarrelsome in their cups: a marriage or funeral seldom passing over without a man being killed or wounded. Thirty-seven murders have been ascertained to have been committed among them last year. Although great cowards, they set very little value on human life. Rs. 60 is the fixed price for the murder of a man, Rs. 40 for a woman, and a child is paid for according to its qualities and prospects, as valued by a puncheyet or council.

They speak "Rathree," a patois of Guzratee, but a good many of them understand and speak a little Hindee.

The Bheels and Bhulalas are the sole inhabitants of the country, and the population of the town of Rajpore, numbering about 3,100, is composed of Mahomedans, Brahmins, Buniahs, and other castes; the Mahomedans being much the most numerous. A colony of Mekranees and Willayuttees settled there at the beginning of the century, when the Mekranee Chief, Musafir, held the reins of government, and nearly usurped the *guddee*, and all the public offices are now held by their descendants, with the exception of the writerships, which are in the hands of Guzeratee Brahmins. They still keep up their foreign manners and customs, and wear loose flowing garments and more arms than they could find use for in a fray. One of them is seldom met carrying less than a sword, a couple of daggers, and a pistol or matchlock. They went against us during the mutiny, and showed much courage in the fight at Ambapanee, near Burwani, where they were gallantly attacked and beaten by the 4th Bombay Rifles and 9th Native Infantry. They are of such an impulsive nature, however, that it is a mere chance whether they fight or run away. They are greatly feared by the Bheels.

REVENUE.

In my letter reporting having assumed charge of the State, I mentioned that I had found the treasury empty and the accounts in great confusion. It required no little patience to unravel them. After a minute investigation, I have ascertained that the revenue of the State amounted to Rs. 1,05,751 during the preceding ten and a half months.

LAW AND JUSTICE—"ANARCHY AND EXTORTION."

The next item of revenue, and a very prolific one it was, is returned, according to the usual form, as "law and justice," but "anarchy and extortion" would have been a more appropriate heading.

Every crime was punished with fine, but the sum of Rs. 14,798 therein shown falls far short of the amount actually realized, as it does not include the percentage on the fines authorised to be paid to various officials. The kamdar or minister and the thanadar in whose district the offence was committed, received five per cent. each; three per cent. was divided among the subordinate officials and sepoys, and Rs. 2 were taken out of every fine, and expended on liquor to be drunk on the spot, and this item comes to about one per cent. on the total amount. Thus per every Rs. 100 realized, only Rs. 86 were credited to the State. Besides this authorized percentage, the officials probably kept to themselves as much as they entered in their accounts. Adding, however, only the 14 per cent. to the amount acknowledged, the total sum realized comes to Rs. 16,824, as if the whole of India were fined in the same proportion as this miserable little State, the handsome revenue of about eight and a half millions sterling would be realized from this source.

The extent to which this fining was carried is almost incredible Whenever the Durbar wanted money—the want was a chronic one—an order was issued on a thanadar to lodge a certain sum in the treasury on a certain date on pain of dismissal. If the land revenue had been paid, the only mode of raising the money was by fines, and this mode not being sufficiently expeditious, it was the custom for thanadars, on receiving an order of this kind, to borrow the account from native bankers, and repay themselves gradually out of the fines.

[Rs. 6,476, or nearly a half of the amount of the fines, was raised in connection with cases of adultery.]

OFFICES BESTOWED ON THE HIGHEST BIDDERS.

Nuzzerana [which brought Rs. 7,041] was a fertile source of income, which will nearly disappear under the new regime. Rs. 2,700 of the amount realized from this source was the premium paid by Buniahs for the collection of rents according to the practice noticed in paragraph 11.

Rs. 1,000 were realized from thanadars and jemadars on appointment. These offices were occasionally given to the highest bidder, some times as much as Rs. 400 being paid for a jemadarship, the average salary of which was Rs. 7 per mensem. As the money was generally borrowed for the purchase, and the period of the tenure of office very uncertain, it may be readily imagined that the purchaser made haste to reimburse himself.

Rs. 2,672 was realized as "nuzzerana" on the appointment of "putels," or headmen of villages. If a good sum were offered by the aspirant for the office, an excuse was easily found for ousting the incumbent, and this trafficking with an office which is everywhere considered hereditary caused much discontent. The perquisites enjoyed by the putels in this State are the fruit of certain mangoe and mowa trees, remission of revenue on two ploughs, surplus collections over the amount at which the village is assessed, if the village is not let to a Buniah, Rs. 1 or Rs. 2 on every marriage, and finally a small sum from all delinquents in addition to the fine imposed by the authorities.

The balance of the receipts from "nuzzerana" (Rs. 669) was derived from presents made with a view to obtain the favour of the Rana to expedite the hearing of cases, and such like objects.

EXPENDITURE.

The ordinary expenditure during the ten and a half months amounted to Rs. 1,15,381 and exceeded the income by Rs. 9,630.

TRIBUTE.

The State pays Rs. 11,000 annually to the British Government, of which sum Rs. 10,000 is made over to Dhar Ali Rajpore having formerly been a feudatory of that State, and Rs. 1,000 goes towards the maintenance of the Nimar international police establishment.

CHARITABLE ALLOWANCE FOR FEEDING ANTS.

Under the head of "pensions and charitable allowances" are entered "wussasun" and other allowances, some of which are very absurd, such as the daily allowance of six pounds of flour, half pound of ghee, and half pound of sugar for the feeding of ants.

THE CHIEF'S MEDICINE.

In addition to the Rs. 1,905 paid on account of medicine, two native "hakeems" have submitted bills, amounting to Rs. 18,378, for a few months' attendance on the Chief, ground pearls being alleged by them to be the principal ingredients of the medicines administered!

THE CHIEF'S SLAVES—A PICTURE OF DEGRADATION.

The expenditure [for food, clothes, &c.] on account of slaves requires explanation. The establishment of slaves contains 33 adult men, 38 women above the age of 35, 34 between that age and 14, and 49 children. Total of all ages and sexes, 144. On the whole, they are contented with their lot. They could easily make their escape if so inclined, and, as desertions were infrequent, it must be inferred that they were well treated. The allowance to each adult is 2lbs. of flour daily, and a suit of clothes annually. The marriage ceremony is entirely dispensed with among them, and, to use their own expression, "they have no shame." When both parents are slaves, the children are slaves. The women are allowed to live with whomsoever they like, and they generally take up their quarters with sepoys: their seer a day, and clothes being looked upon as a small fortune by a man whose pay is only between Rs. 3 and Rs. 4 a month. In such cases, the female offspring are slaves, but the boys are free.

The slaves themselves would, I believe, look upon it as a calamity if the institution were broken up, and all that I have done has been to let them know that they are free to go if they like. None of them have as yet availed themselves of the chance.

DEBT.

The total debt of the State may be put down at Rs. 1,31,990.

THE FOREIGN COAL AND IRON TRADES.

FORMER rates have been generally maintained for iron in France. In the Haute-Marne charcoal-made pig has been dealt in at £4 3s. 4d. to £4 4s. per ton; coke-made pig has bought £2 19s. 2d. to £3 per ton; and mixed pig, £3 4s. to £3 4s. 10d. per ton. In the Moselle and the Meurthe coke-made pig has realized £2 15s. 2d. to £2 16s. per ton. The French Minister of Commerce has promised the Champagne Committee of Forgemasters that an inquiry shall be instituted into the operation of the warrant system. It appears that the exports of rails from Belgium in the first four months of this year amounted to 28,501 tons, against 23,199 tons in the corresponding period of 1868, and 32,404 tons in the corresponding period of 1867. Belgium has commenced exporting rails to the United States, having sent 2,530 tons to that republic in the first four months of this year. The whole of the exports from Belgium of pig iron, castings, and wrought iron amounted in the first four months of this year to 72,836 tons, against 61,634 tons in the corresponding period of 1868, and 63,256 tons in the corresponding period of 1867. The Belgium coal-trade does not present much change; coal workers are, however, preparing for next season. In the four months of this year Belgium exported coal to the extent of 1,125,472 tons, as compared with 1,065,555 tons in the corresponding period of 1868, and 1,032,200 tons in the corresponding period of 1867.—*The Times.*

THE following is told of a highly placed officer of the French army. He had an excellent servant, and also an excellent cask of Burgundy wine, which he loved to drink off the timber. In a wonderfully short time, however, he found his favourite liquid was running low. "Do you know any mode," said he one risngly to his butler, "of preserving a hogshead of Burgundy?" "Oh! yes Marshal," replied the scoundrel coolly, "I can give you an excellent plan—place a hogshead of superior Bordeaux by its side."

THE PERFECTION OF PREPARED COCOA.

MARAVILLA COCOA.

Sole Proprietors—TAYLOR BROTHERS, London.

THE COCOA (or CACAO) of MARAVILLA is the true THEOBROMA of LINNÆUS. Cocoa is indigenous to South America, of which Maravilla is a favoured portion. TAYLOR BROTHERS having secured the exclusive supply of this unrivalled Cocoa, have, by the skilful application of their soluble principle and elaborate machinery, produced what is so undeniably the perfection of prepared Cocoas, that it has not only secured the preference of homœopaths and cocoa-drinkers generally, but many who had hitherto not found any preparation to suit them, have, after one trial, adopted the Maravilla Cocoa as their constant beverage for breakfast, luncheon, &c.

"A SUCCESS UNPRECEDENTED."

See following Extract from the "Globe" of May 14, 1868.

"Various inventors and manufacturers have attempted to attain a reputation for their prepared Cocoas, but we doubt whether any thorough success had been achieved until Messrs. Taylor Brothers discovered the extraordinary qualities of "Maravilla" Cocoa. Adapting their perfect system of preparation to this finest of all species of the Theobroma, they have produced an article which supersedes every other Cocoa in the market. Entire solubility, a delicate aroma, and a rare concentration of the purest elements of nutrition, distinguish the Maravilla Cocoa above all others. For Homœopaths and invalids we could not recommend a more agreeable or valuable beverage.

Sold in Silton packets only by all Grocers, of whom also may be had Taylor Brothers' Original HOMŒOPATHIC COCOA and SOLUBLE CHOCOLATE.

Steam Mills—Brick Lane, London.

BANKS.

CHARTERED BANK OF INDIA, AUSTRALIA and CHINA.—The current rates of Exchange:—

On London at 6 months' sight (City Bank) at 1s. 11d. per Rupee.
Do. 3 do. do. at 1s. 11 7/16d. do.
Do. 1 do. do. at 1s. 11 5/16d. do.
Do. Demand (on Head Office) at 1s. 11d. do.

The Bank purchases Bills and grants Drafts payable in Calcutta, Akyab, Rangoon, Singapore, Batavia, Hongkong, Shanghai and Hankow.

INTEREST

On Current Deposit Accounts will be credited half yearly (on 30th June and 31 December) at the rate of two per cent. on the daily balances from Rs. 1,000 up to Rs. 1,00,000:—

All letters should be addressed and hoondies made payable to the Chartered Bank of India, Australia, and China.

Bombay, 4th September, 1869.

ORIENTAL BANK CORPORATION.—
Incorporated by Royal Charter.

The current rates of Exchange are:— Per Rupee.
On London at 6 months' sight ..... 1s. 11 5/8d. do.
" 3 do. ..... 1s. 11 3/8d. do.
" 1 do. ..... 1s. 11 1/4d. do.
" demand ..... 1s. 11 3/16d. do.
On Scotland do. ..... 1s. 11 3/16d. do.
On Ireland do. .....
On Paris do. ..... 1s. 11 1/16d. do.
Circular Notes payable throughout Europe. 1s. 11 1/16d. do.

No Drafts at four months' sight are granted for sums under £50. Sums under £20 are only drawn for on demand.

All Treasury Drafts, Hoondees and other orders for realization, to be endorsed "Pay the Oriental Bank Corporation, or order."

Any information as to rules of business may be had on application at the Office, or by letter to the Agent.

KURRACHEE SUB-AGENCY.

The Agent buys Bills on England and elsewhere, and grants Drafts on the Head Office and Branches of the Corporation.

Bombay, 25th August 1869.

BANKS.

CHARTERED